



**TO:** Wayne County Board of Commissioners

**FROM:** Craig Honeycutt, Wayne County Manager 

**DATE:** September 28, 2021

**SUBJECT:** Board of Commissioners Meeting – October 5, 2021

At 8:00 a.m., the Wayne County Board of Commissioners will meet for a briefing session and other matters in the Commissioners Meeting Room on the fourth floor of the Wayne County Courthouse Annex, located at 224 E. Walnut Street in Goldsboro, North Carolina.

The formal Wayne County Board of Commissioners meeting will begin at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina.

The public is invited to view the meeting livestream at [www.waynegov.com](http://www.waynegov.com).



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# WAYNE COUNTY BOARD OF COMMISSIONERS AGENDA

October 5, 2021 – 9:00 A.M.

Please silence your cellphone. **Cellphone use is prohibited in the Board of Commissioners Meeting Room.**

**CALL TO ORDER** – Chairman George Wayne Aycock, Jr

**INVOCATION** – Commissioner Joe Daughtery

**PLEDGE OF ALLEGIANCE** – Commissioner Chris Gurley

**APPROVAL OF MINUTES** – September 8, 2021 and September 21, 2021

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## **DISCUSSION/ADJUSTMENT OF AGENDA**

### **SPECIAL PRESENTATIONS**

1. Motion to Approve 2021 Breast Cancer Awareness Month Proclamation.
2. Motion to Approve 2021 Fire Prevention Month Proclamation.

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### **UNFINISHED BUSINESS**

1. Discussion of Sewer Issues.
2. Motion to Issue Written Authorization to Moseley Architects to proceed with full design services for a new Detention Center on the property adjoining the Carey Winders Detention Facility, and appropriate budget amendment, contingent upon County Attorneys approval.
3. Discussion of Possible Construction Delivery Methods for Proposed Detention Center Facility.
4. Discussion of County Commissioners' legal ability to set days and times for the Office of the Register of Deeds.

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### **9:15 A.M. PUBLIC HEARING**

1. To Receive Public Comments on the Requirements of the 2021 North Carolina Community Development Block Grant (CDBG) Program – Neighborhood Revitalization Category. The County intends to apply for approximately \$750,000 in CDBG grant assistance to be used for the following proposed activities: housing assistance, including rehabilitation, clearance and reconstruction (replacement on site); and storm drainage improvements, including piping and ditching in the Rollingwood community in Dudley, North Carolina.

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Following the Public Hearing:

Motion to Adopt Resolution #2021-33: A Resolution of the County of Wayne Authorizing the Filing of an Application for 2021 Community Development Block Grant Funding for a Neighborhood Revitalization Project.

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## **CONSENT AGENDA**

- |                                                                                                                                                                        |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Application for Elderly or Disabled Exclusion.                                                                                                                      | Pg. 25-26 |
| 2. Application for Present Use Value.                                                                                                                                  | Pg. 27-28 |
| 3. Budget Amendments                                                                                                                                                   | Pg. 29-41 |
| 4. Motion to Adopt Resolution #2021-34: Approve Sale of Surplus Property Jointly Owned with the City of Goldsboro; 400 & 402 Miller Avenue, Goldsboro, North Carolina. | Pg. 42-49 |
| 5. Motion to Approve the Wayne County 2022 Holiday Schedule.                                                                                                           | Pg. 50-51 |
| 6. Motion to Adopt Resolution #2021-32: A Resolution Adopting the Fortieth Amendment to the Position Classification and Pay Plan for Wayne County, North Carolina.     | Pg. 52-63 |
| 7. Motion to Approve a Position Classification and Pay Plan Study for the Department of Social Services, and the appropriate budget amendment.                         | Pg. 64    |
| 8. Motion to Approve Lease Agreement with the Wayne County Board of Education for the New Fremont Elementary School.                                                   | Pg. 65-74 |

## **NEW BUSINESS**

- |                                                                                                                                                                                               |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1. Motion to Approve a One-Year Lease of the Property located at 1320 W. Grantham Street, Goldsboro, North Carolina, 27530 for a COVID-19 vaccination site, and appropriate budget amendment. | Pg. 75-95 |
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**PUBLIC COMMENTS** *Each speaker is limited to 3 minutes and must sign in before 9:00 a.m.*

## **COUNTY MANAGER'S REPORT**

## **BOARD OF COMMISSIONERS COMMITTEE REPORTS**

## **CLOSED SESSION**

## **ADJOURNMENT**

## **DENOTES ACTION REQUESTED**

## **NORTH CAROLINA**

### **WAYNE COUNTY**

The Wayne County Board of Commissioners met in special session on Wednesday, September 8, 2021 at 9:02 a.m. in the Commissioners Meeting Room, 4<sup>th</sup> floor of the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina. The purpose of the meeting was to discuss and possibly take action on the Fremont Elementary School.

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

Others present: County Manager Craig Honeycutt; Assistant County Manager Chip Crumpler; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; Finance Director Allison Speight; Fremont Mayor Darron Flowers; Wayne Community College Business Manager Craig Foucht; Board of Education Chairman Chris West; Wayne County Public Schools Superintendent Dr. David Lewis; Assistant Superintendent Dr. Timmy Harrell; Wayne County Public Schools Public Information Officer Ken Derksen; members of the media and general public; and Clerk to the Board Carol Bowden.

#### **Call to Order**

Chairman George Wayne Aycock, Jr. called the meeting to order.

#### **Invocation**

Commissioner Bevan Foster gave the invocation.

#### **Pledge of Allegiance**

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

#### **Discussion of the Proposed Fremont Elementary School**

Chairman George Wayne Aycock, Jr. discussed a meeting held by a working group consisting of members from the Board of Education, the Board of Commissioners, and staff from both the County of Wayne and the Wayne County Public Schools. He then introduced Superintendent Dr. David Lewis, who presented a PowerPoint, attached hereto as Attachment A.

Following the presentation, the Commissioners discussed the information and asked questions regarding logistics and costs, as well as sewer being on location, for the proposed school. Mayor Darron Flowers stated sewer is currently being provided to the current school and residential areas located nearby. Mayor Flowers said the new school would be connected through the force-main from Fremont to Goldsboro.

Commissioner Antonio Williams made a motion to approve the amended agreement between the County of Wayne and the Wayne County Public Schools for Fremont Elementary School in the amount of \$23 million. Commissioner Joe Daughtery asked Commissioner Williams to wait on the motion and spoke to the representatives of the school system and the Board of Education. He stated he would not want to retain the school board to negotiate any agreement, and added the agreement was for \$20,000,000 to establish a dollar amount on the lower end. Commissioner Daughtery stated that was to create budget constraints, which should be adhered to, and the original agreement states if the project exceeds \$20 million, the Board of Commissioners would cover those costs.

Commissioner Daughtery said by agreeing to the higher amount, that is not controlling the costs and the original agreement always contained a provision to resolve any costs exceeding \$20 million. He said the General Assembly put a burden on the Board of

Commissioners by saying the Board must fund the facilities but the school system has control over the type of building and the quality of work. He said that is why it was hoped the two boards could work together. He said things got off track and the main issue is over \$3 million, which has now been sent to the general public and prevents the Board of Commissioners from trying to control costs by setting the amount at \$20 million.

Commissioner Chris Gurley said he understands construction costs are 'through the roof' but hoped to encourage the contractor to keep the cost of construction closer to \$20 million.

Dr. Timmy Harrell said with a Construction Manager At Risk (CMAR), a pre-construction contract has been drafted and is ready to go to Daniels and Daniels, the CMAR. He said they will have to give a pre-construction guaranteed price, which allows for discussion upfront.

Commissioner Bevan Foster said if the County set a price at \$20 million and he does not understand the \$23 million cost. He used an analogy of building a house for \$200,000, saying he would not just add \$30,000 to the project. He said the \$3 million could be used for other projects in his and other districts and there was not an extra \$3 million for each of the other districts.

Dr. Lewis said the grant was for \$23 million and the joint agreement was for \$23 million, and he questioned what caused it to be reduced. Commissioner Daughtery spoke of the needs-based application sent in by the Wayne County Public Schools and said the amount on the application was irrelevant because the maximum grant amount was \$15 million, and with the County's \$5 million, \$20 million was the max. He added that the school system wanted to withdraw from applying but the Board of Commissioners insisted. Dr. Lewis said \$23 million was not pulled out of the air.

County Manager Craig Honeycutt said the signed agreement between the County of Wayne and the Department of Public Instruction is for \$20 million and reiterated the maximum grant was for \$15 million, and the match from the County was irrelevant.

Commissioner Gurley asked when the civil work could be completed and Dr. Harrell said in two to three months.

Commissioner Williams said he understood the strong feelings and the facts presented, and then stated he was making a formal motion to approve the amended agreement for \$23 million.

Chairman George Wayne Aycock, Jr. asked County Attorney E. B. Borden Parker if the Board needed to discuss the matter in closed session.

Vice-Chairman Freeman Hardison, Jr. made a motion to amend the agreement based on the advice of the County attorneys.

Commissioner Daughtery asked to go into closed session to discuss with legal counsel the requirements of whether or not the Board needs an agreement with the school system.

Commissioner Antonio Williams stated his concern is it now appears the County is dragging its feet in regards to building Fremont Elementary School.

Commissioner Daughtery withdrew his request to go into closed session. He asked Mr. Parker and Staff Attorney Andrew Neal who has the responsibility to determine how capital projects are funded for schools. Mr. Parker stated the Board of Commissioners determines how the capital projects are funded, and if the money is borrowed, the Local Government Commission must approve. He said neither the Board of Education nor the Wayne County Public Schools have a say-so in the funding decisions.

Commissioner Chris Gurley stated the two boards needed to move forward and get the school built.

Commissioner Foster said the Board of Commissioners needed to discuss the matter with the attorneys and 45 minutes would not make a difference on getting the school built. He then asked for a closed session.

Commissioner Barbara Aycock said the working group met and reported being satisfied with the results, yet it still comes back to the Board of Commissioners rehashing the matter. She said the school needs to be built instead of more discussion, as it has been discussed since she became a Commissioner.

Chairman George Wayne Aycock, Jr. said the figures today are not numbers that matter, rather what CMAR Daniels and Daniels presents will be the numbers the two Boards will need to work with, and he was ready to make a decision.

Commissioner Antonio Williams made a motion to go into closed session to consult with counsel, and the motion failed 5 to 2. Voting against the motion were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Barbara Aycock, Commissioner Bevan Foster, and Commissioner Chris Gurley. Voting for the motion were Commissioner Antonio Williams and Commissioner Joe Daughtery.

Commissioner Antonio Williams made a motion to approve the Fremont School funding agreement for \$23 million.

Vice-Chairman Freeman Hardison, Jr. made a motion to amend Commissioner Williams' motion to include language approved the County Attorneys.

Commissioner Antonio Williams withdrew his previous motion and made a motion to approve the Fremont School funding agreement for \$23 million with language approved by the County Attorneys.

Commissioner Joe Daughtery made a motion to amend Commissioner Antonio Williams' motion by changing the funding to \$20 million, with language added in the event bids come in higher than \$20 million, the Board of Education and Board of Commissioners will address the matter. The motion failed by a vote of 2 to 5. Voting for the motion were Commissioner Joe Daughtery and Commissioner Bevan Foster. Voting against the motion were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Barbara Aycock, Commissioner Chris Gurley, and Commissioner Antonio Williams.

Following the vote on Commissioner Daughtery's motion, a vote was taken on Commissioner Williams' motion. The motion passed by a vote of 5 to 2. Voting for the motion were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Barbara Aycock, Commissioner Chris Gurley, and Commissioner Antonio Williams. Voting against the motion were Commissioner Joe Daughtery and Commissioner Bevan Foster.

#### **Closed Session**

At 10:02 a.m., upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorneys and the public body, which privilege is hereby acknowledged, and to consider the performance of an individual public officer or employee.

At 11:54 a.m., upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously declared itself in regular session.

**Adjournment**

At 11:55 a.m., Chairman George Wayne Aycock, Jr. adjourned the special meeting of the Wayne County Board of Commissioners and the Wayne County General Assembly Delegation.

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

## **NORTH CAROLINA**

### **WAYNE COUNTY**

The Wayne County Board of Commissioners met on Tuesday, September 21, 2021 at 9:04 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; Joe Daughtery; Bevan Foster; Chris Gurley and Antonio Williams.

Members absent: Barbara Aycock

#### **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 8:03 a.m. with County Manager Craig Honeycutt reviewing the agenda. He added the following:

\*Add Resolution for the late Mayor Chuck Allen

Finance Director Allison Speight reviewed the Budget Amendments and answered questions from the board.

Planning Director Berry Gray reviewed the Hampshire Place Subdivision approval request, as well as the Proposed Amendment to the Wayne County Subdivision Ordinance and establishing a public hearing on October 19, 2021. Commissioner Joe Daughtery commended Mr. Gray for his work on the secondary access for subdivisions. Commissioner Bevan Foster made comments regarding the options presented by Mr. Gray.

#### **Call to Order**

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

#### **Invocation**

Commissioner Bevan Foster gave the invocation.

#### **Pledge of Allegiance**

Commissioner Joe Daughtery 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 Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the minutes of the regularly scheduled meeting of the Board of Commissioners on August 17, 2021.

Following the approval of the minutes and the adjusted agenda, Commissioner Bevan Foster questioned the minutes from August 17<sup>th</sup> regarding the Register of Deeds (ROD). He said he has a problem with the Board of Commissioners setting the hours for the ROD and disagrees with the County attorneys that the general statutes allow the Board to mandate the hours. Vice-Chairman Freeman Hardison, Jr. asked Commissioner Foster to have the matter placed on the October 5, 2021 agenda and Commissioner Foster agreed.

### **Discussion/Adjustment of Agenda**

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

- Add Resolution #2021-31: A Resolution Honoring the Honorable Chuck Allen

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the adjusted agenda.

### **Agriculture Update and Introduction of State 4-H President by County Extension Director Kevin Johnson**

County Extension Director Kevin Johnson provided an agriculture update for Wayne County and introduced State 4-H President Guillermo Estrada, who is from Wayne County. Mr. Estrada discussed various programs and plans for the upcoming year.

Mr. Johnson stated the pork industry is recovering, with many growers who lost contracts with Goldsboro Milling, being picked up by Smithfield. He discussed current crops being harvested and said tobacco is no longer the #1 crop in Wayne County. He said tobacco farming is approximately 50% of what it once was and the pounds this year would be short due to 25" of rain in June, July, and August.

Mr. Johnson discussed the upcoming Fall Festival at the Farmers Market and the Chamber of Commerce Agricultural Hot Topic luncheon at The Maxwell Center. Vice-Chairman Freeman Hardison, Jr. discussed the shortage of truck drivers impacting farming, particularly with produce, and asked Mr. Johnson about hemp farming. Mr. Johnson said it is not as hot as before, mainly because it can be grown anywhere in America, and there are minimal amounts being grown in Wayne County. Commissioner Joe Daughtery asked what percent of former Goldsboro Milling growers were picked up by Smithfield or other companies and Mr. Johnson said over 50%.

County Manager Craig Honeycutt recognized Mr. Johnson as Chairman of the Chamber of Commerce Board.

### **Motion to Adopt Resolution #2021-31: A Resolution Honoring the Honorable Chuck Allen**

Commissioner Joe Daughtery read the resolution, attached hereto as Attachment A.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners approved the resolution honoring the late Mayor Chuck Allen. Voting for the resolution were Chairman George Wayne Aycock, Jr.; Vice-Chairman Freeman Hardison, Jr.; Commissioner Joe Daughtery; Commissioner Chris Gurley; and Commissioner Antonio Williams. Voting against the resolution was Commissioner Bevan Foster.

### **Presentation by the Honorable Judge Elizabeth Heath**

The Honorable Judge Elizabeth Heath presented information on Family Drug Court to the Board, attached hereto as Attachment B.

### **10:02 A.M. Public Hearing to To Receive Public Comments on the Requirements of the 2021 North Carolina Community Development Block Grant (CDBG) Program, as well as explanation of the Regulations, Eligible Activities, and Proposed Uses of the 2021 CDBG Funds that could be undertaken in the Neighborhood Revitalization Grant Category.**

Administrator David Harris explained the North Carolina Community Development Block Grant (CDBG) Program in the Neighborhood Revitalization Grant category.

As no one presented themselves for comment, the Public Hearing was closed at 10:13.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved authorizing CDBG-DR Project Manager David Harris to make an

application for the Neighborhood Revitalization Grant category for Rollingwood Community and to set the Public Hearing for October 5, 2021 at 9:30 a.m.

#### **Appointment Committee**

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved the appointment of Mr. Chris Fulton to the Wayne County Animal Control Advisory Committee, replacing Mr. James Brown whose term expired. Voting for the appointment were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Joe Daughtery, and Commissioner Chris Gurley. Voting against the appointment were Commissioner Bevan Foster and Commissioner Antonio Williams.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointments of Sheriff Larry Pierce, Jonathan Chavous, and Haydee Cotto to the Wayne County Latino Council.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved the appointment of Mr. Bill Pate to the Wayne County ABC Board, filling the unexpired term of Mr. Efton Sager. Voting for the appointment were Chairman George Wayne Aycock, Jr., Vice-Chairman Freeman Hardison, Jr., Commissioner Joe Daughtery, and Commissioner Chris Gurley. Voting against the appointment were Commissioner Bevan Foster and Commissioner Antonio Williams.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the reappointment of Barbara Aycock to the Wayne County Jury Commission.

#### **Update on COVID-19 Testing and Vaccines**

Medical Director Dr. James Stackhouse, Health Director Dr. Brenda Weis, and Public Affairs Director Joel Gillie presented PowerPoints, and provided updated numbers, as well as vaccination and testing plans for COVID-19, attached hereto as Attachment C.

During a question and answer period, Commissioner Antonio Williams thanked Dr. Stackhouse and asked about The Maxwell Center as a vaccination site. Dr. Stackhouse said there were many planned and scheduled events, so that venue was not feasible. Vice-Chairman Freeman Hardison, Jr. about the testing for COVID-19 and if the Health Department was able to handle other issues. Dr. Stackhouse said the staff is down 25 positions and they have cut back some services to only twice per week. Commissioner Joe Daughtery asked about rapid tests and Dr. Stackhouse said individuals could buy a 30-pack of tests for \$45.00. Public Affairs Director Joel Gillie explained the benefits of schools and businesses providing their own testing for those requiring vaccinations or negative tests. Commissioner Chris Gurley asked about the vaccines being approved for children and Chairman George Wayne Aycock, Jr. asked if 3<sup>rd</sup> shot supplies were readily available.

Mr. Gillie explained how individuals could sign up for the vaccination against COVID-19 and how the same plan will work for the 3<sup>rd</sup> shots as well.

#### **Motion to Approve Memorandum of Agreement for the Opioid Settlement**

County Attorney E. B. Borden Parker presented and explained the Memorandum of Agreement for the Opioid Settlement, attached hereto as Attachment D.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the Memorandum of Agreement for the Opioid Settlement.

#### **Motion to Approve the Funding Agreement between the Wayne County Board of Commissioners and the Wayne County Board of Education to Accommodate the N C Lottery Grant and to Formalize the Agreement to fund the Fremont Elementary School**

County Manager Craig Honeycutt presented the Funding Agreement, attached hereto as Attachment E.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the Funding Agreement for the Fremont Elementary School. Voting for the motion were Chairman George Wayne Aycock, Jr.; Vice-Chairman Freeman Hardison, Jr.; Commissioner Chris Gurley; and Commissioner Antonio Williams. Abstaining from voting, resulting in a vote for the motion was Commissioner Joe Daughtery. Voting against the motion was Commissioner Bevan Foster. The motion passed 5-1.

#### **Consent Agenda**

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the following items under the consent agenda:

1. Applications for Elderly or Disabled Exclusion.
2. Applications for Disabled Veteran Exclusion.
3. Applications for Present Use Value.
4. Budget Amendments
  - a. DSS - #55
  - b. JCPC Family Preservation - #62
  - c. JCPC Transition/Re-Entry - #63
  - d. Central Services/EMS - #65
  - e. OES - #68
  - f. Library - #70
  - g. Sheriff's Office - #71
  - h. EMS - #72
  - i. Health Dept. - #74
  - j. GWTA - #75
  - k. EMS - #80
  - l. Health Dept. - #87
  - m. Health Dept. - #88
  - n. Health Dept. - #89
  - o. Health Dept. - #90
  - p. 21-22 Debt Project Fund - #93
  - q. Sheriff's Office - #94
  - r. Library - #95
  - s. OES - #96
5. Motion to Approve Hampshire Place Subdivision Final Plat, as recommended by the Wayne County Planning Board, attached hereto as Attachment F.
6. Motion to Establish a Public Hearing on October 19, 2021, at 9:30 a.m., in the Commissioners Meeting Room on the 4th floor of the Courthouse Atrium, Goldsboro, North Carolina, to Receive Public Comments on a Request to Amend the Wayne County Subdivision Ordinance by Adding Section 70-104(h)(4) to Require Secondary Access for Subdivisions with More than 100 Lots with Limited Exceptions, attached hereto as Attachment G.
7. Motion to Approve Fire Service Funding Agreements between Wayne County and multiple Wayne County Volunteer Fire Departments, attached hereto as Attachment H.
8. Motion to Approve an Easement from the County of Wayne to Piedmont Natural Gas Company, Inc., for ParkEast Property recorded in Deed Book 1309, Page 859, Wayne County Registry, attached hereto as Attachment I.
9. Motion to Approve the Bid for the EMS Ambulance Remount, attached hereto as Attachment J to Southeastern Specialty Vehicles, Henderson, North Carolina, the lowest responsive, responsible bidder.
10. Motion to Approve Little River Fire Department Loan Consolidation, attached hereto as Attachment K.
11. Motion to Adopt Resolution #2021-29: A Resolution of the County of Wayne, North Carolina, declaring its official intent to reimburse expenditures for a new Department of Social Services/Health Facility and a new Detention Center under United States Department of Treasury Regulations, attached hereto as Attachment L.
12. Motion to Approve Joint Agreement between BPR Goldsboro, LLC, the City of Goldsboro, and the County of Wayne, attached hereto as Attachment M, for the realignment of an entrance at The Maxwell Center.
13. Motion to Approve COVID-19 Personal Time Off (PTO) for Vaccinated Employees, attached hereto as Attachment N.
14. Motion to Approve Right-of-way agreement between the North Carolina Department of

Transportation, Wayne County Development Alliance, and the City of Goldsboro, attached hereto as Attachment O.

15. Motion to Adopt Resolution #2021-30: A Resolution Declaring Surplus Real Property and Authorizing its Sale, attached hereto as Attachment P.

**Motion to Adopt Resolution #2021-27: A Resolution of Support of Request Funding to install Seymour Johnson Air Force Base (SJAFB) 'Truck Entrance' Guide Signage**

County Manager Craig Honeycutt explained the resolution, attached hereto as Attachment Q.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously adopted Resolution #2021-27 in support of request funding to install SJAFB Truck Entrance guide signage.

**Motion to Award Request for Bid Replacing a 350 KW Generator to Wayne Electric, the lowest responsive, responsible bidder**

County Manager Craig Honeycutt presented information on the bids to replace a 350 KW Generator, attached hereto as Attachment R.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved to award request for bid replacing a 350 KW Generator to Wayne Electric.

**Public Comments**

Ms. Janice Scanes expressed her concerns over the property tax rate increase for Wayne County that was voted on by the Board of Commissioners earlier this year.

**County Manager's Report**

County Manager Craig Honeycutt thanked various departments and employees for their work regarding COVID-19.

**Board of Commissioners Committee Reports**

Commissioner Chris Gurley asked everyone to keep the Chuck Allen family in their prayers. He discussed the amount of trash picked up on North Carolina roadways by the NCDOT. He said it cost the State of North Carolina over \$13 million to pick up 9 million pounds of trash.

Commissioner Joe Daugherty spoke of Goldsboro and Wayne County losing a champion in Mayor Chuck Allen and shared his accomplishments around Wayne County.

Commissioner Antonio Williams thanked the organizers of N.C. Freedom Fest. He also discussed September being National Hispanic heritage month.

Commissioner Bevan Foster said the commissioners should be wearing masks, particularly since it is required in all County buildings.

Vice-Chairman Freeman Hardison, Jr. expressed his concerns over no help available for mental health issues and believes the Board of Commissioners should support the Family Drug Treatment Court.

Chairman George Wayne Aycock, Jr. thanked the NCDOT for stepping up and taking care of the roadsides as best they can. Discussed receiving form letters from residents and stated he would rather have individual letters. He asked everyone to keep Commissioner Barbara Aycock and her family in their prayers. He discussed the upcoming Wayne County Fire Fighters Association meeting and individuals littering on our roadways.

### **Closed Session**

At 11:23 a.m., upon motion of Commissioner Joe Daugherty, the Board of Commissioners unanimously declared itself in closed session to discuss the location and expansion of business in Wayne County, to discuss the purchase of property, 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 12:38 p.m., upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

### **Motion to Approve the Letter of Intent for Project KBTD**

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the motion to approve the Letter of Intent for Project KBTD, contingent on final approval by the County Attorneys.

### **Adjournment**

At 12:40 p.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.

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

**NORTH CAROLINA**

**WAYNE COUNTY**

**2021 BREAST CANCER AWARENESS PROCLAMATION**

**WHEREAS**, breast cancer touches every corner of the United States and hundreds of thousands of Americans will be diagnosed with breast cancer and tens of thousands will die from it; and

**WHEREAS**, about 1 in 8 women born today in the United States will get breast cancer at some point in their lifetime and approximately 2,000 men are diagnosed with breast cancer each year; and

**WHEREAS**, we show our support for every individual and every family struggling with breast cancer and we pause to remember those we have lost; and

**WHEREAS**, Breast Cancer Awareness Month in October is a chance to raise awareness about the importance of early detection of breast cancer by getting a mammogram and encouraging our community, organizations, churches, families and individuals to get involved; and

**WHEREAS**, we salute the women and men who dedicate themselves to prevention, detection and treatment as we observe Breast Cancer Awareness Month.

**NOW, THEREFORE BE IT RESOLVED** that the Wayne County Board of Commissioners hereby proclaims October 2021 as

**BREAST CANCER AWARENESS MONTH IN WAYNE COUNTY**

and encourages all citizens to join in activities that will increase awareness of what we can do to prevent breast cancer.

Adopted this the 5<sup>th</sup> day of October, 2021.

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

Attest:

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Carol Bowden  
Clerk to the Board

**WAYNE COUNTY  
NORTH CAROLINA**

**2021 FIRE PREVENTION MONTH PROCLAMATION**

**WHEREAS**, the County of Wayne, is committed to ensuring the safety and security of all those living in and visiting Wayne County; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

**WHEREAS**, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire, in which you may have as little as 2 minutes to escape safely; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, Wayne County residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

**WHEREAS**, Wayne County residents who have planned and practiced a home fire escape plan are more prepared and, will therefore, be more likely to survive a fire; and

**WHEREAS**, Wayne County residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

**WHEREAS**, Wayne County's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**WHEREAS**, Wayne County's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**WHEREAS**, the 2020 Fire Prevention Week theme™, "Learn the Sounds of Fire Safety!" effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

**NOW THEREFORE**, the Wayne County Board of Commissioners does hereby proclaim the month of **October, 2021 as Fire Prevention Month** throughout this County, and urges all the people of Wayne County TO “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021, and to support the many public safety activities and efforts of Wayne County Fire and Emergency Services.

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George Wayne Aycock, Jr., Chairman

ATTEST:

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Carol Bowden, Clerk

**WAYNE COUNTY**  
**COUNTY MANAGER**  
**CRAIG F. HONEYCUTT**



TO: Wayne County Board of Commissioners

FROM: Craig F. Honeycutt – County Manager

DATE: September 29, 2021

RE: Authorization for Moseley Architectural for Phase 3 of Existing Contract – New Jail Construction

The Board of Commissioners Facility Committee met on Tuesday, September 28, 2021 and unanimously recommended to the Board of Commissioners that we initiate Phase 3 of our contract with Moseley for full design for jail construction to be located on William Street in Goldsboro. The contract shall be based upon 7.5% of new construction costs.

If the Board agrees in moving forward, the Board would then need to provide written authorization to Moseley Architects to proceed with full design services for new detention facility adjacent to the Carey Winders Detention Facility, contingent upon proper budget amendment and review by County Attorneys.

**THE GOOD LIFE. GROWN HERE.**



## County of Wayne

STATE OF NORTH CAROLINA

P. O. BOX 244

Goldsboro, N. C.

27533-0244

E. B. BORDEN PARKER  
COUNTY ATTORNEY

(919) 735-7275  
FAX (919) 736-3297

### MEMO

TO: Wayne County Commissioners

CC: Mr. Craig Honeycutt  
Mr. Chip Crumpler  
Ms. Carol Bowden  
Ms. Allison Speight  
Mr. Andrew Neal

FROM: Borden Parker *B Parker*

DATE: September 28, 2021

RE: Authority of the Wayne County Commissioners to  
set the Dates and Times for the Operation  
of the Office of the Register of Deeds

=====

At the last County Commissioners meeting, the issue was raised as to whether or not the minutes of the previous regular meeting were correct. It is my opinion that the minutes were correct. I am attaching hereto NCGS § 161-8 that provides that the Board of County Commissioners may fix by order, to be entered on their records, what days of each week, and at what hours of each day, the register of deeds shall attend at his office in person or by deputy, and he shall give his attendance accordingly. I am also enclosing a page from the School of Government's book concerning the Board of Commissioners ability to fix the hours and days of the week that the office of the register of deeds must be open.

I am enclosing a copy of a Motion that was adopted I believe last Fall by the then current Board of Commissioners. On August 17, 2021, the Board of Commissioners by a vote of 5-2 "required the Register of Deeds, or Assistant Register of Deeds, to attend the office of the Register of Deeds in person, Monday through Friday, 8:00 a.m. to 5:00 p.m., except for holidays of the County of Wayne".

It is my understanding that in the current legislature there was an effort made to modify those rules with respect to the register of deeds in Wayne and Cleveland County. Neither of those changes were adopted by the legislature.

**§ 161-8. Attendance at office.**

The board of county commissioners may fix by order, to be entered on their records, what days of each week, and at what hours of each day, the register of deeds shall attend at his office in person or by deputy, and he shall give his attendance accordingly. (1868, c. 35, s. 6; Code, s. 3651; Rev., s. 2654; C.S., s. 3549.)

the foreseeable future not only for making the complete records available and for instrument recordings that the presenter wants to handle directly but also for the many other services that registers provide and that require a physical presence, such as applying for a marriage license.

The board of commissioners of each county is authorized to fix the hours and days of the week during which the office of register of deeds must be open, and the register or one or more deputies or assistants must be present during those hours.<sup>68</sup> This may include the days the office will be closed because of a holiday. The board, under its authority to establish office hours, may establish a deadline for presenting instruments earlier than the office's closing time to provide the register with time to process recordings after receipt but before shutting the doors. For example, a board might provide that no instrument will be accepted for recording after 4:30 p.m. even though the office remains open until 5:00 p.m.

If an emergency occurs that requires closing the office temporarily without the commissioners' prior approval, the register should coordinate the action with the county manager including possible commissioner ratification of the action. Registers must adhere to these operating hours for real estate registration and may not make exceptions if someone asks the register to stay open late or to open during other times to accept an instrument for recording. As discussed in Chapter 3, the order of recording is important for legal rights, and no one should have an advantage over those who believe the office will adhere to its operating hours.

### 1.5.2 Compensation and Benefits

The salaries of the register and the register's employees are established by the board of county commissioners under their statutory authority to set the salaries of all county officers.<sup>69</sup> Usually the salary is set according to a position classification and pay plan and the register and the register's employees participate in the county's expense allowance and benefit programs.

To protect the elected register's independence during a term, the board of county commissioners is prohibited from reducing an incumbent register's salary during the term unless the register agrees to the reduction or the Local Government Commission orders it because of a financial

68. G.S. 161-8; G.S. 153A-94(b).

69. G.S. 153A-92.

NORTH CAROLINA  
WAYNE COUNTY

MOTION

I move that the Register of Deeds must post a bond designated in the amount of \$50,000.00, Fifty Thousand Dollars. The Register of Deeds shall attend the office in person or by deputy from 8:00 a.m. until 5:00 p.m. on Monday through Friday if other County offices are otherwise open.

## **COUNTY OF WAYNE PUBLIC HEARING NOTICE**

Notice is hereby given that Wayne County will hold a public hearing on the requirements of the 2021 North Carolina Community Development Block Grant Program - Neighborhood Revitalization Category (CDBG-NR) on Tuesday, October 5, 2021 at 9:15 a.m. or thereafter in the Commissioners Board Room on the fourth floor of the Wayne County Courthouse located at 224 E. Walnut St., Goldsboro, NC 27530. The County intends to apply for approximately \$750,000 in CDBG grant assistance to be used for the following proposed activities: housing assistance, including rehabilitation, clearance and reconstruction (replacement on site); and storm drainage improvements, including piping and ditching in the Rollingwood community in Dudley, NC. The housing assistance will be provided to low to moderate income homeowners and the drainage improvements will primarily benefit low to moderate income households. The CDBG funds requested are from the Neighborhood Revitalization Category funded by the NC Department of Commerce – Rural Economic Development Division. The application will be submitted on or before October 14, 2021. Citizens are invited to provide comments or recommendations at the hearing. Anyone having questions about the hearing may contact Chip Crumpler, Assistant County Manager, 224 E. Walnut St., Goldsboro, NC 27530 (telephone 919-731-1415). Wayne County is an equal opportunity employer and service provider.

Persons with disabilities or who otherwise need assistance should contact Carol Bowden, Clerk to the Board at 919-731-1445 (TDD#919-807-4420 or North Carolina Telecommunications Relay Service at 711) or [carol.bowden@waynegov.com](mailto:carol.bowden@waynegov.com) three business days prior to the public hearing. Accommodations will be made for all with special needs who request assistance with participating in the public hearing. This information is available in Spanish or any other language upon request. Please contact Carol Bowden, Clerk to the Board at 919-731-1445 or at the Wayne County Courthouse, 224 East Walnut Street, Goldsboro, NC for accommodations for this request. Esta información está disponible en español o cualquier otra lengua a petición. Por favor contacto Carol Bowden, Secretario de la Junta, en 919-731-1445 o en Palacio de justicia del condado de Wayne, 224 East Walnut Street, Goldsboro, NC para las comodidades para esta petición.



WAYNE COUNTY

NORTH CAROLINA

**RESOLUTION #2021-33: A RESOLUTION OF THE COUNTY OF WAYNE AUTHORIZING THE  
FILING OF AN  
APPLICATION FOR 2021 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR A  
NEIGHBORHOOD REVITALIZATION PROJECT**

**WHEREAS**, the County Board of Commissioners has previously indicated its desire to assist in community development efforts for housing and housing related improvements within the County; and,

**WHEREAS**, the Board of Commissioners has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit low to moderate income homeowners; and

**WHEREAS**, the Board of Commissioners wishes the County would pursue a formal application for Community Development Block Grant funding to benefit low to moderate income homeowners; and,

**WHEREAS**, the Board of Commissioners certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

**NOW, THEREFORE BE IT RESOLVED**, by the County Board of Commissioners of the County of Wayne that the Chairman, County Manager and Clerk to the Board are hereby authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant-Neighborhood Revitalization Project to provide housing and housing related improvements to benefit low to moderate income homeowners.

Adopt this the 5th day of October, 2021 in Goldsboro, North Carolina.

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

ATTEST:

\_\_\_\_\_  
Carol Bowden  
Clerk to the Board of Commissioners

(SEAL)

## **MEMORANDUM**

**TO:** Craig Honeycutt, County Manager  
**FROM:** Alan Lumpkin, Tax Administrator  
**DATE:** September 23, 2021  
**RE:** Application for Elderly or Disabled Exclusion

Enclosed is a letter for property tax exclusion submitted by Elizabeth Boykin parcel 3527047285. A full copy of the application is not enclosed since it contains income information. This property would have qualified for exemption for 2021 under North Carolina law if a timely application had been filed. Since the application was filed after the close of the regular listing period, action by the Board is necessary to exempt this property. The Board has authority under G.S. 105-282.1.(a1).

**Application for Property Tax Relief**

Elderly or Disabled Exclusion (G.S. 105-277.1),  
Disabled Veteran Exclusion (G.S. 105-277.1C), or  
Circuit Breaker Tax Deferment Program (G.S. 105-277.1B)

County of Wayne, NC

Year 2021

**Instructions**

**Application Deadline:** This application must be filed by June 1st to be timely filed. You may submit additional information separately if needed.

**Where to Submit Application:** Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: <https://www.ncdor.gov/documents/north-carolina-county-assessors-list>. DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

|                                                          |                                                 |                               |                                              |
|----------------------------------------------------------|-------------------------------------------------|-------------------------------|----------------------------------------------|
| Property ID Number <u>0019281</u><br><u>3527-04-7285</u> |                                                 |                               |                                              |
| Last Name of Applicant<br><u>Boykin</u>                  | First Name<br><u>Elizabeth</u>                  | Middle Name<br><u>Pauline</u> | Date of Birth (MM-DD-YY)<br><u>2-6-31</u>    |
| Last Name of Spouse<br><u>(Deceased) Boykin</u>          | First Name<br><u>James</u>                      | Middle Name<br><u>O'guinn</u> | Date of Birth (MM-DD-YY)<br><u>8-7-30</u>    |
| Residence Address<br><u>128 Dillard Town Road</u>        |                                                 |                               |                                              |
| City<br><u>Goldsboro</u>                                 |                                                 | State<br><u>N.C.</u>          | Zip Code<br><u>27534</u>                     |
| Mailing Address (if different from residence address)    |                                                 |                               |                                              |
| City                                                     |                                                 | State                         | Zip Code                                     |
| E-mail Address<br><u>No Computer</u>                     |                                                 |                               |                                              |
| Home Telephone Number<br><u>919-778-8987</u>             | Work Telephone Number<br><u>919-778-7273-Sm</u> | Ext.                          | Cell Phone Number<br><u>919-922-2901-Son</u> |

**Fill in applicable boxes:**

☒ Yes ☐ No ➤ Is this property your permanent legal residence?

Addresses of secondary residences (if any):

☐ Yes ☐ No ➤ If married, does your spouse live with you in the residence? If you answer No, provide your spouse's address.

Addresses of spouse:

Spouse Deceased

☐ Yes ☒ No ➤ Are you or your spouse (if applicable) currently residing in a health care facility? If you answer Yes, fill in applicable:  
☐ Applicant ☐ Spouse and indicate current length of stay:

☒ Yes ☐ No ➤ Do you and your spouse (if applicable) own 100% interest in the property? If you answer No, list all owners and the percentage (round to the nearest 0.1%):

|       |  |   |       |  |   |
|-------|--|---|-------|--|---|
| Owner |  | % | Owner |  | % |
| Owner |  | % | Owner |  | % |
| Owner |  | % | Owner |  | % |

Note: Separate applications are required for each owner that is claiming property tax relief. If husband and wife own property, only one application is required.

BOYKIN, ELIZABETH PAULINE

3527047285

## **MEMORANDUM**

**TO:** Craig Honeycutt, County Manager

**FROM:** Alan Lumpkin, Tax Administrator

**DATE:** September 16, 2021

**RE:** Application for Present Use Value

Enclosed is a letter from Ann Herring heirs, parcel(s) 2595968192, requesting approval for a late application for present use value. A full copy of the application is not enclosed since it contains income information. This property would have qualified for present use value for 2021 had a timely application been filed. The Board has the authority to approve late applications under G.S. 105-277.4.(a1).

**Application for Agriculture, Horticulture, and  
Forestry Present-Use Value Assessment**

(G.S. 105-277.2 through G.S. 105-277.7)

Rec  
8-17-21

County of WAYNE, NC

Tax Year 2021

Full Name of Owner(s) (HEIRS OF ANN M. HERRING)  
GREGORY K HERRING, PATRICK M. HERRING III, PAUL B. HERRING  
Mailing Address of Owner  
622 BECKWITH DR.  
City GREENSBORO State NC Zip Code 27410  
Home Telephone Number (336) 855-6274 Work Telephone Number  Ext.  Cell Phone Number (336) 215-7217

**COPY**

**Instructions**

**Application Deadline:** This application must be filed during the regular listing period, or within 30 days of a notice of a change in valuation, or within 60 days of a transfer of the land.

**Where to Submit Application:** Submit this application to the county tax assessor where this property is located. County tax assessor addresses and telephone numbers can be found online at: [www.dornco.com/downloads/CountyList.pdf](http://www.dornco.com/downloads/CountyList.pdf). DO NOT submit this application to the North Carolina Department of Revenue.

- Office Use Only:

This application is for: (check all that apply)

☐ AGRICULTURE (includes Aquaculture)

☐ HORTICULTURE

☒ FORESTRY

Enter the Parcel Identification Number, acreage breakdown, and acreage total for each tax parcel included in this application:

| PARCEL ID         | OPEN LAND<br>in Production | OPEN LAND<br>not in<br>Production | WOOD<br>LAND  | WASTE<br>LAND | CRP<br>LAND | HOME<br>SITE | OTHER<br>(Describe in<br>Comments) | TOTAL<br>ACRES |
|-------------------|----------------------------|-----------------------------------|---------------|---------------|-------------|--------------|------------------------------------|----------------|
| <u>2595968192</u> |                            |                                   | <u>48 +/-</u> |               |             |              |                                    |                |
|                   |                            |                                   |               |               |             |              |                                    |                |
|                   |                            |                                   |               |               |             |              |                                    |                |
|                   |                            |                                   |               |               |             |              |                                    |                |
|                   |                            |                                   |               |               |             |              |                                    |                |

Comments:

☐ Yes ☒ No Does the applicant own property in other counties that is also in present-use value and is within 50 miles of this property? If YES, list the county or counties and parcel identification number(s):

County:

Parcel ID:

County:

Parcel ID:

**IMPORTANT!**

AGRICULTURE and HORTICULTURE applications with LESS than 20 acres of woodland generally need to complete PARTS 1, 2, and 4.

AGRICULTURE and HORTICULTURE applications with MORE than 20 acres of woodland generally need to complete PARTS 1, 2, 3, and 4.

FORESTRY applications need to complete PARTS 1, 3, and 4.

**ADDITIONALLY**, applications for CONTINUED USE of existing present-use value classification need to complete PART 5.

Please contact the Tax Assessor's office if you have questions about which parts should be completed.



County of Wayne  
Budget Amendment

#97

09/13/21  
Date

Memorandum

From: Ryan Preble  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for Court Facilities be amended as follows:

EXPENDITURE

| Code Number    | Project | String | Description           | Decrease     | Increase     |
|----------------|---------|--------|-----------------------|--------------|--------------|
| 1104160 526100 |         |        | Non Capital Equipment | \$ 48,000.00 |              |
| 1104160 551000 |         |        | Capital Equipment     |              | \$ 48,000.00 |

REVENUE

| Code Number | Description | Increase | Decrease |
|-------------|-------------|----------|----------|
|-------------|-------------|----------|----------|

|        |  |              |              |      |
|--------|--|--------------|--------------|------|
| Totals |  | \$ 48,000.00 | \$ 48,000.00 | \$ - |
|--------|--|--------------|--------------|------|

2. Reason(s) for the above request is/are as follows: Updates to Courtroom 6

Endorsement

1. Forward, recommending approval/disapproval

Endorsement

2. Forward, recommending approval/disapproval

3. Approval/Disapproval by Chairman Board of Commissioners

Department Head Signature

Allison W. Speight  
Allison Speight, County Finance Director  
2021

Craig Honeycutt  
Craig Honeycutt, County Manager & Budget Officer  
2021

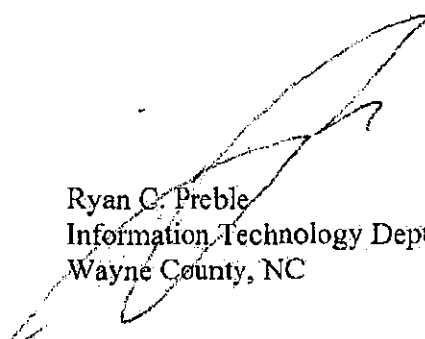
Chairman Board of Commissioners

2021

## MEMORANDUM

**TO:** Allison Speight, Finance Director  
**FROM:** Ryan Preble, IT Director  
**DATE:** September 15, 2021  
**SUBJECT:** Court Funds-Technology and AV Upgrades

Due to the overall cost of the courtroom equipment upgrades, the Information Technology Department request the assets associated with this project be moved to the capital line item to ensure they are tracked with capital assets going forward.



Ryan C. Preble  
Information Technology Dept.  
Wayne County, NC



## County of Wayne Budget Amendment

1199

09/14/21  
Date

### Memorandum

From: Brenda Weis, MSPH, PhD  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for the Health Department be amended as follows:

### EXPENDITURE

| Code Number    | Project | Description/Object of Expenditure | Decrease | Increase    |
|----------------|---------|-----------------------------------|----------|-------------|
| 1315162 512110 |         | Salary & Wages - Other            |          | \$85,000.00 |
| 1315162 523800 |         | Drugs & Related Supplies          |          | \$5,158.00  |
| 1315162 523900 |         | Other Medical Supplies            |          | \$8,000.00  |

| Code Number    | Source of Revenue              | Increase     | Decrease |
|----------------|--------------------------------|--------------|----------|
| 1315110 351526 | COVID-19 - Vaccination Program | \$ 98,158.00 |          |

2. Reason(s) for the above request is/are as follows:

This budget amendment is to add the funds allocated through the Agreement Addendum # 716 CDC COVID-19 Vaccination Program through the Division of Public Health in the Women's and Children's Health Section/Immunization Branch.

### Endorsement

1. Forward, recommending approval/disapproval

### Endorsement

2. Forward, recommending approval/disapproval

3. Approval/Disapproval by Chairman Board of Commissioners

  
Department Head Signature/Designee

  
Allison Speight, County Finance Director

  
Craig Honeycutt County Manager & Budget Officer

Chairman Board of Commissioners

2021

09/14/21

Date

**Memorandum**

**From:** Brenda Weis, MSPH, PhD  
**To:** Wayne County Board of Commissioners  
**Via:** County Manager & Finance Officer  
**Subject:** Budget Amendment for Fiscal Year 2021-2022

**Who:** HD

**What:** 5162 - 716 - COVID-19 - Vaccination Program

**When:** FY21-22

**Explanation:** This budget amendment is to add the funds allocated through the Agreement Addendum # 716 CDC COVID-19 Vaccination Program through the Division of Public Health in the Women's and Children's Health Section/Immunization Branch. As part of the Coronavirus Response & Relief Supplemental Appropriations Act of 2021 and the American Rescue Plan Act of 2021, North Carolina received supplemental funding to assist the local health departments with coronavirus vaccine activities to support broad-based distribution, access, and vaccine coverage. Specifically, this supplement funding will be used to ensure greater equity and access to the COVID-19 vaccine by those disproportionately affected by COVID-19.



## County of Wayne Budget Amendment

# 100

09/16/21  
Date

### Memorandum

From: Brenda Weis, MSPH, PhD  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for the Health Department be amended as follows:

### EXPENDITURE

| Code Number    | Project | Description/Object of Expenditure | Decrease   | Increase    |
|----------------|---------|-----------------------------------|------------|-------------|
| 1315151 522000 |         | Food & Provisions                 | \$5,000.00 |             |
| 1315151 523100 |         | Program Supplies                  |            | \$10,000.00 |
| 1315151 523800 |         | Drugs & Related Supplies          | \$5,000.00 |             |

| Code Number | Source of Revenue | Increase | Decrease |
|-------------|-------------------|----------|----------|
|-------------|-------------------|----------|----------|

2. Reason(s) for the above request is/are as follows:

This budget amendment is needed to realign the COVID-19 (543) funds to purchase traffic cones that will be used at the COVID-19 vaccination/testing clinics.

### Endorsement

1. Forward, recommending approval/disapproval

### Endorsement

2. Forward, recommending approval/disapproval

3. Approval/Disapproval by Chairman Board of Commissioners

Department Head Signature/Designee

Allison Speight, County Finance Director

9-24 2021

Craig Honeycutt County Manager & Budget Officer

2021

Chairman Board of Commissioners

2021

09/16/21

Date

**Memorandum**

**From:** Brenda Weis, MSPH, PhD  
**To:** Wayne County Board of Commissioners  
**Via:** County Manager & Finance Officer  
**Subject:** Budget Amendment for Fiscal Year 2021-2022

**Who:** HD

**What:** 5151 - 543 - C-19 Enhancing Detection

**When:** FY21-22

**Explanation:** This budget amendment is needed to realign funds to purchase traffic cones that will be used at the COVID-19 vaccination/testing clinics.



WAYNE COUNTY HEALTH DEPARTMENT  
301 NORTH HERMAN STREET, BOX CC  
GOLDSBORO, NC 27530  
Brenda K. Weis, MSPH, PhD, Health Director  
Phone (919) 731-1000 Fax (919) 731-1232



TO: County Manager Craig Honeycutt

FROM: Adam Wolfe

DATE: September 29, 2021

CC: Health Director Dr. Brenda Weis

RE: Cones

Mr. Honeycutt as per our discussion on September 28, 2021. The cones that were ordered are 3 ft tall traffic direction cones. They will be used to section off the parking lot at the County Covid building for Covid Testing. I ordered 200 cones so that a traffic lane specifically for Covid Testing could be made in the parking lot of the Covid site. I spoke with Kendall at facilities and he told me that they did not have any of the 3 foot tall cones. The cones they have are about 1 foot tall and they only have about 70 or 80 of them. The cones that were ordered will make it easier for the public to discern which way they need to go for testing.

***The mission of the Wayne County Health Department, through our responsive and professional staff, is to preserve, promote and protect the health of our community by preventing disease, protecting the environment and promoting healthy living.***



County of Wayne  
Budget Amendment

#103

09/21/21  
Date

Memorandum

From: GWTA  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for GWTA be amended as follows

| EXPENDITURE    |         |        |                      |          |             |  |
|----------------|---------|--------|----------------------|----------|-------------|--|
| Code Number    | Project | String | Description          | Decrease | Increase    |  |
| 1104200 532900 |         |        | Other Communications |          | \$ 2,902.00 |  |

| REVENUE        |  |                     |             |          |  |  |
|----------------|--|---------------------|-------------|----------|--|--|
| Code Number    |  | Description         | Increase    | Decrease |  |  |
| 1104520 342030 |  | GWTA Reimbursements | \$ 2,902.00 |          |  |  |

|        |  |  |             |             |  |  |
|--------|--|--|-------------|-------------|--|--|
| Totals |  |  | \$ 2,902.00 | \$ 2,902.00 |  |  |
|--------|--|--|-------------|-------------|--|--|

2. Reason(s) for the above request is/are as follows: to anticipate and obligate reimbursement from GWTA for other communications

Endorsement

1 Forward, recommending approval/disapproval

Endorsement

2 Forward, recommending approval/disapproval

3 Approval/Disapproval by Chairman Board of Commissioners

Department Head Signature

Allison Speight, County Finance Director

2021

Craig Honeycutt County Manager & Budget Officer

2021

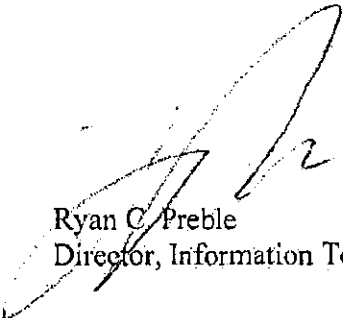
Chairman Board of Commissioners

2021

## MEMORANDUM

**TO:** Allison Speight, Finance Director  
**FROM:** Ryan Preble, IT Director  
**DATE:** September 21, 2021  
**SUBJECT:** Budget Amendment for GWTA—Other Communications

The GWTA is asking to move \$2,902 to their Other Communications line item to pay for expected expenses for the remainder of the year related to 5 new smartphones the department has been issued in performance of their duties. This also allows the department to join the county on our plan to receive better pricing and unlimited usage on their lines.



Ryan C. Preble  
Director, Information Technology



## County of Wayne Budget Amendment

#107

09/23/21  
Date

### Memorandum

From: Brenda Weis, MSPH, PhD  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for the Health Department be amended as follows:

### EXPENDITURE

| Code Number    | Project | Description/Object of Expenditure | Decrease    | Increase    |
|----------------|---------|-----------------------------------|-------------|-------------|
| 1315124 512100 |         | Salary & Wages                    | \$21,963.00 |             |
| 1315124 518000 |         | Social Security - FICA            | \$4,652.00  |             |
| 1315124 518100 |         | Social Security - Medicare        | \$1,088.00  |             |
| 1315124 518200 |         | Retirement Contribution           | \$9,069.00  |             |
| 1315124 518210 |         | 401K Retirement Contribution      | \$1,000.00  |             |
| 1315124 518300 |         | Hospitalization Contribution      | \$4,128.00  |             |
| 1315124 518600 |         | Worker's Compensation             | \$240.00    |             |
| 1315124 539300 |         | Temporary Help Services           |             | \$42,140.00 |
| 1315151 512100 |         | Salary & Wages                    | \$20,287.00 |             |
| 1315151 518000 |         | Social Security - FICA            | \$1,258.00  |             |
| 1315151 518100 |         | Social Security - Medicare        | \$294.00    |             |
| 1315151 518200 |         | Retirement Contribution           | \$2,317.00  |             |
| 1315151 518210 |         | 401K Retirement Contribution      | \$405.00    |             |
| 1315151 518300 |         | Hospitalization Contribution      | \$3,268.00  |             |
| 1315151 518600 |         | Worker's Compensation             | \$190.00    |             |
| 1315151 539300 |         | Temporary Help Services           |             | \$28,019.00 |

### REVENUE

| Code Number | Source of Revenue | Increase | Decrease |
|-------------|-------------------|----------|----------|
|-------------|-------------------|----------|----------|

2. Reason(s) for the above request is/are as follows:

This budget amendment is to realign salary and fringe of vacant clinical & social work positions to enable the Health Department to contract with a vendor to recruit clinical and social work staff for the department. We currently have a nurse vacancy rate of 47.4% with a 100% vacancy in 1 Program. (9 out of 19 nursing positions are vacant.). There is a 50% vacancy in the nursing supervisor positions (a supervisor I & II are currently vacant).

Department Head Signature/Designee

### Endorsement

1. Forward, recommending approval/disapproval

Allison W. Speight, County Finance Director

9-24

2021

### Endorsement

2. Forward, recommending approval/disapproval

Craig Honeycutt County Manager & Budget Officer

2021

3. Approval/Disapproval by Chairman Board of Commissioners

Chairman Board of Commissioners

2021

09/23/21

Date

**Memorandum**

**From:** Brenda Weis, MSPH, PhD  
**To:** Wayne County Board of Commissioners  
**Via:** County Manager & Finance Officer  
**Subject:** Budget Amendment for Fiscal Year 2021-2022

**Who:** HD

**What:** Temporary help services

**When:** FY21-22

**Explanation:** This budget amendment is to realign salary and fringe of vacant clinical & social work positions to enable the Health Department to contract with a vendor to recruit clinical and social work staff for the department. We currently have a nurse vacancy rate of 47.4% with a 100% vacancy in 1 Program. (9 out of 19 nursing positions are vacant.). There is a 50% vacancy in the nursing supervisor positions (a supervisor I & II are currently vacant). There are a number of non-clinical vacancies at this time as well, but to ensure the Health Department can maintain continuity of care to the community and meet all the requirements for each Program it is critical that we recruit clinical staff at this time.



# County of Wayne Budget Amendment

#767

09/23/21

Date

**Memorandum**

From: Kendall Lee  
To: Wayne County Board of Commissioners  
Via: County Manager & Finance Officer  
Subject: Budget Amendment for Fiscal Year 2021-2022

1. It is requested that the budget for **Facilities** be amended as follows:

**EXPENDITURE**

| Code Number    | Project | String | Description                 | Decrease     | Increase     |
|----------------|---------|--------|-----------------------------|--------------|--------------|
| 1104260 551000 |         |        | Capital Outlay              |              | \$ 26,780.00 |
| 4908100 598000 |         |        | Transfers to other funds    |              | \$ 26,780.00 |
| 4908100 599110 |         |        | Contingency -Capital Outlay | \$ 26,780.00 |              |

**REVENUE**

| Code Number    | Description                | Increase     | Decrease |
|----------------|----------------------------|--------------|----------|
| 1100000 398400 | Transfers from Other Funds | \$ 26,780.00 |          |

**Totals** \$ 53,560.00 \$ 53,560.00 \$ -

2. Reason(s) for the above request is/are as follows: additional funds needed for generator. Transferring funds from HVAC contingency funds.

**Endorsement**

1. Forward, recommending approval/disapproval

**Endorsement**

2. Forward, recommending approval/disapproval

3. Approval/Disapproval by Chairman Board of Commissioners

Department Head Signature

Allison Speight, County Finance Director

Craig Honeycutt County Manager &amp; Budget Officer

Chairman Board of Commissioners

2021

## Janice Rice

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**From:** Kendall Lee  
**Sent:** Thursday, September 23, 2021 3:38 PM  
**To:** Janice Rice; Noelle Woods  
**Subject:** Jail Generator

We budgeted 94500.00 for a generator for the Jail / Courthouse this year. That was from prices quoted in early 2021. After Noelle put it out for bid, we are seeing that the installed price has increased to 123980.00. This is a difference of 29480.00.

In this years budget, we also included a 375000.00 request for HVAC replacement at the Jeffreys Building. After having our new HVAC Mechanical contractor look at it, they say they can completely rebuild it with all new parts for 200000.00. This will save us 175000.00.

I was thinking we could use some of that savings to install the generator.

**WAYNE COUNTY**  
**STAFF ATTORNEY**



**WAYNECOUNTY**  
NORTH CAROLINA  
Phone: (919) 705-1713  
Fax (919) 988-6495

**TO:** WAYNE COUNTY BOARD OF COMMISSIONERS

**FROM:** ANDREW NEAL, STAFF ATTORNEY

**SUBJECT:** SALE OF SURPLUS PROPERTY JOINTLY OWNED WITH THE CITY OF  
GOLDSBORO; 400 & 402 MILLER AVENUE, GOLDSBORO (PINS: 2599459295 &  
2599459159)

**DATE:** 9/22/2021

**CC:** CRAIG HONEYCUTT, COUNTY MANAGER

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The County and the City of Goldsboro jointly own the properties located at 400 and 402 Miller Avenue in Goldsboro. The properties were obtained via tax foreclosures. The County has received offers to purchase the properties pursuant to NCGS §160A-269.

400 & 402 Miller Ave., Goldsboro (PINs: 2599459295 & 2599459159)

Buyer: Bogan Properties LLC

Sales Price: \$6,000.00

Combined Tax Value: \$11,260.00

Deposit: \$300.00 (5% of purchase price)

If the terms are approved by the Board of Commissioners, the offers will be advertised in the News-Argus and upset bids will be accepted for 10 days. Once upset bidding is complete, the sales will be sent to the Goldsboro City Council for City approval. Enclosed please find a proposed Resolution, Public Notice, Tax Card, and GIS map.

**THE GOOD LIFE. GROWN HERE.**

**NORTH CAROLINA**

**WAYNE COUNTY**

**RESOLUTION #2021- 34: A RESOLUTION DECLARING SURPLUS REAL  
PROPERTY AND AUTHORIZING ITS SALE**

**WHEREAS**, the County and the City of Goldsboro have acquired a property interest a piece of property located at 400 & 402 Miller Avenue, Goldsboro, North Carolina, having parcel identification numbers of 2599459295 and 2599459159 and being more particularly described in the deed recorded in Deed Book 3446, Page 519 in the Office of the Register of Deeds for Wayne County ("Property"); and

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

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

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

**WHEREAS**, the County has received an offer to purchase the properties described above, in the amount of \$6,000, submitted by Bogan Properties LLC; and

**WHEREAS**, Bogan Properties LLC has paid the required five percent (5%) deposit on its offer;

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

1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.
2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board

of Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.
7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to refer the matter to the City of Goldsboro by the City Council and, pending approval by said body, execute the instruments necessary to convey the property to Bogan Properties LLC.

Passed and adopted this the \_\_\_\_ day of October, 2021.

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

ATTEST:

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Carol Bowden, Clerk to the Board

PUBLIC NOTICE  
SALE OF COUNTY PROPERTY

An offer of \$6,000.00 has been submitted for the purchase of certain property owned by the County of Wayne and City of Goldsboro, located at 400 and 402 Miller Avenue, Goldsboro (Wayne County PINs 2599459295 & 2599459159) more particularly described as follows:

BEING all of Lot No. 122 and Lot No. 123 as shown on map entitled "Subdivision No. 4 of Property of City of Goldsboro, West Central Redevelopment Area No. 1, Project N.C. R-68," which is filed with the Wayne County Register of Deeds in Plat Cabinet A, Slide 86-AA, to which reference is hereby made.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer and the required deposit to the office of the Wayne County Staff Attorney, PO Box 227, Goldsboro, NC 27533 by 5:00 P.M. on October 18, 2021. At that time the Clerk to the Board shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer at least 10% of the first \$1,000 and 5% of the remainder. A qualifying bid must raise the existing offer to an amount not less than \$6,350.00.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If no other bids are made the original offer to purchase of \$6,000.00 will be accepted.

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

Andrew J. Neal  
Wayne County Staff Attorney  
PO Box 227  
Goldsboro, NC 27533  
(919) 705-1971  
Run date: October 8, 2021



CITY OF GOLDSBORO  
400 MILLER AVE  
75254500

## WAYNE COUNTY

Reval Year: 2019 Tax Year: 2021 LT 123 WEST CENTRAL  
Appraised by 60 on 01601 BYPASS WEST

Return/Appeal Notes: 2599459295  
UNIQ ID 46398  
ID NO: 12000097003022

CARD NO. 1 of 1

1.000 LT

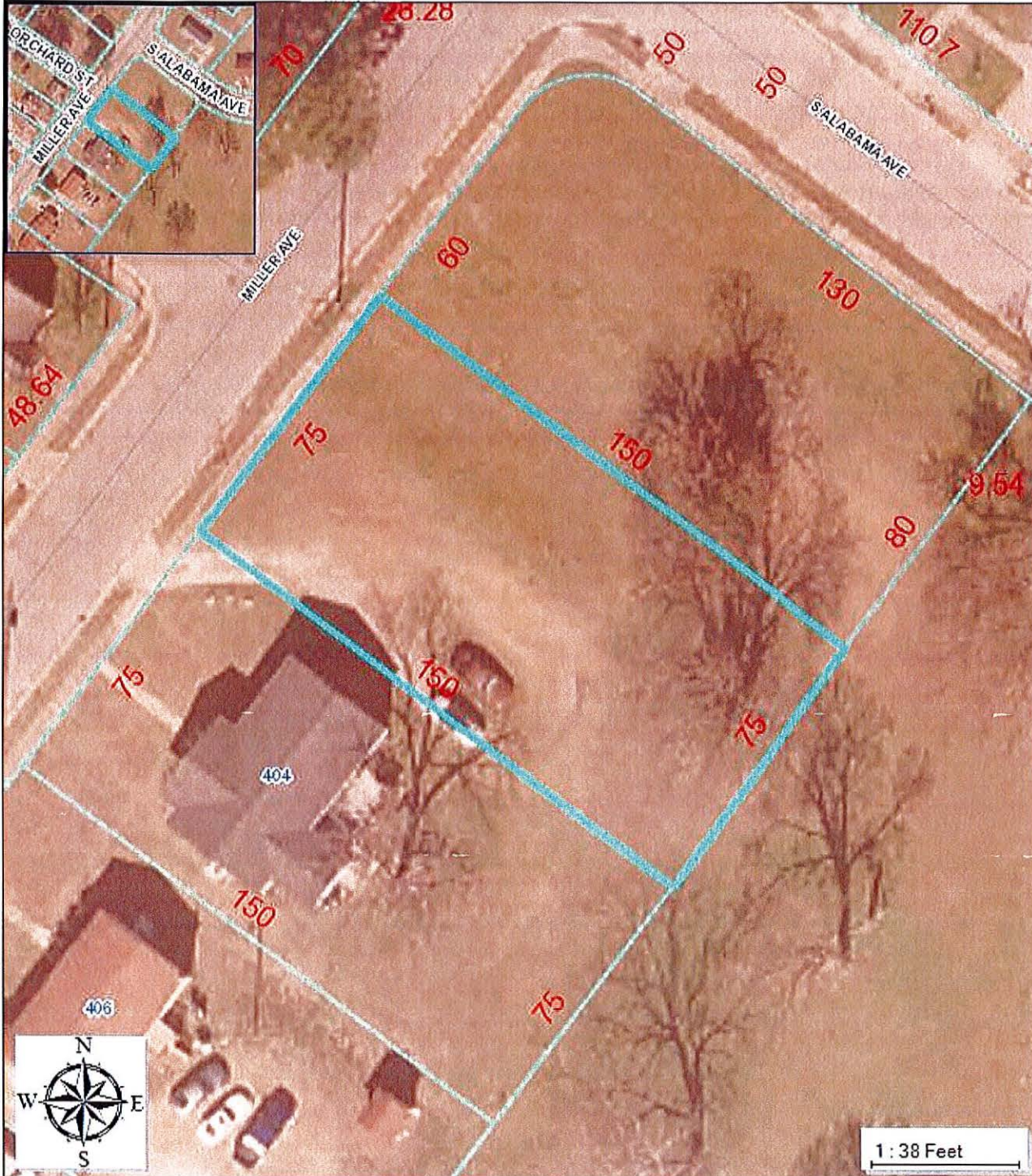
SRC=

TW-12

C-01 EX-2 AT-

LAST ACTION 20190702

| CONSTRUCTION DETAIL                             |          | MARKET VALUE |          |                   |                | DEPRECIATION |           |                                            |        | CORRELATION OF VALUE |        |                                  |                 |                  |         |              |                     |            |                   |
|-------------------------------------------------|----------|--------------|----------|-------------------|----------------|--------------|-----------|--------------------------------------------|--------|----------------------|--------|----------------------------------|-----------------|------------------|---------|--------------|---------------------|------------|-------------------|
| TOTAL POINT VALUE                               | USE MOD  | Eff. Area    | QUAL     | BASE RATE         | RCN            | EYB          | AYB       |                                            |        |                      |        | CREDENCE TO                      |                 |                  |         |              |                     |            |                   |
| BUILDING ADJUSTMENTS                            | 01 00    |              |          |                   |                |              |           | % GOOD                                     |        |                      |        | DEPR. BUILDING VALUE - CARD      |                 |                  |         |              |                     |            |                   |
| TOTAL ADJUSTMENT                                |          |              |          |                   |                |              |           |                                            |        |                      |        | DEPR. OB/XF VALUE - CARD         |                 |                  |         |              |                     |            |                   |
| FACTOR                                          |          |              |          |                   |                |              |           |                                            |        |                      |        | MARKET LAND VALUE - CARD         |                 |                  |         |              |                     |            |                   |
| TOTAL QUALITY INDEX                             |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL MARKET VALUE - CARD        |                 |                  |         |              |                     |            |                   |
| TYPE: SINGLE FAMILY RESIDENTIAL<br><br>STORIES: |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL APPRAISED VALUE - CARD     |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL APPRAISED VALUE - PARCEL   |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL PRESENT USE VALUE - PARCEL |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL VALUE DEFERRED - PARCEL    |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | TOTAL TAXABLE VALUE - PARCEL     |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | PRIOR                            |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | BUILDING VALUE                   |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | OBXF VALUE                       |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | LAND VALUE                       |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           |                                            |        |                      |        | PRESENT USE VALUE                |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          | DEFERRED VALUE    |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          | TOTAL VALUE       |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
|                                                 |          |              |          |                   |                |              |           | PERMIT                                     |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
|                                                 |          | CODE         | DATE     | NOTE              | NUMBER         | AMOUNT       |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| ROUT: WTRSHD:                                   |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| SALES DATA                                      |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| OFF. RECORD                                     | DATE     | DEED         |          |                   | INDICATE SALES |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| BOOK PAGE                                       | MO/YR    | TYPE         | Q/UV/I   | PRICE             |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| 03446 0519                                      | 6 2019   | WD           | C V      |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| 01279 0733                                      | 4 1989   | WD           | U I      | 5500              |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| 01235 0393                                      | 4 1989   | WD           | U I      |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| 01192 0307                                      | 3 1988   | WD           | U I      |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| HEATED AREA                                     |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| NOTES                                           |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| FROM EXEMPT TO TAXABLE FOR 1988                 |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| SUBAREA                                         |          | CODE         | QUALITY  | DESCRIPTION       | LTH            | WTH          | UNITS     | UNIT PRICE                                 | ORIG % | COND                 | BLDG # | L/B                              | SIZE FACT       | AYB              | EYB     | ANN DEP RATE | OVR                 | % COND     | OB/XF DEPR. VALUE |
| TYPE                                            | GS AREA  | %            | RPL CS   | TOTAL OB/XF VALUE |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| FIREPLACE                                       |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| SUBAREA TOTALS                                  |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| BUILDING DIMENSIONS                             |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| LAND INFORMATION                                |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |
| HIGHEST AND BEST USE                            | USE CODE | LOCAL ZONING | FRONTAGE | DEPTH             | DEPTH / SIZE   | LND MOD      | COND FACT | OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT |        |                      |        | ROAD TYPE                        | LAND UNIT PRICE | TOTAL LAND UNITS | UNT TYP | TOTAL ADJUST | ADJUSTED UNIT PRICE | LAND VALUE | LAND NOTES        |
| 0100                                            | 0100     | R-6          | 75       | 150               | 1.0000         | 2            | 1.0000    |                                            |        |                      |        |                                  | 75.00           | 75.000           | FF      | 1.000        | 75.00               | 5625       |                   |
| TOTAL MARKET LAND DATA                          |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     | 5,630      |                   |
| TOTAL PRESENT USE DATA                          |          |              |          |                   |                |              |           |                                            |        |                      |        |                                  |                 |                  |         |              |                     |            |                   |



## WAYNE COUNTY

4/12/2021 8:58:31 AM

CITY OF GOLDSBORO  
402 MILLER AVE  
75254500

## WAYNE COUNTY

Return/Appeal Notes: 2599459159  
UNIQ ID 46397  
ID NO: 12000097003021

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)

CARD NO. 1 of 1

Reval Year: 2019 Tax Year: 2021 LT 122 WEST CENTRAL RED

1.000 LT

SRC=

Appraised by 60 on 01601 BYPASS WEST

TW-12

C-01 EX-2 AT-

LAST ACTION 20190702

| CONSTRUCTION DETAIL     |                                 | MARKET VALUE |            |       |                   | DEPRECIATION |           |                             |                                  | CORRELATION OF VALUE |             |           |                 |                  |         |              |                     |            |                   |  |
|-------------------------|---------------------------------|--------------|------------|-------|-------------------|--------------|-----------|-----------------------------|----------------------------------|----------------------|-------------|-----------|-----------------|------------------|---------|--------------|---------------------|------------|-------------------|--|
| TOTAL POINT VALUE       | USE                             | MOD          | Eff. Area  | QUAL  | BASE RATE         | RCN          | EYB       | AYB                         | CREDENCE TO                      |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| BUILDING ADJUSTMENTS    | 01                              | 00           |            |       |                   |              |           |                             | % GOOD                           |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| TOTAL ADJUSTMENT FACTOR | TYPE: SINGLE FAMILY RESIDENTIAL |              |            |       |                   |              |           |                             | DEPR. BUILDING VALUE - CARD      |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| TOTAL QUALITY INDEX     | STORIES:                        |              |            |       |                   |              |           |                             | DEPR. OB/XF VALUE - CARD         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | MARKET LAND VALUE - CARD         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL MARKET VALUE - CARD        |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL APPRAISED VALUE - CARD     |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL APPRAISED VALUE - PARCEL   |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL PRESENT USE VALUE - PARCEL |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL VALUE DEFERRED - PARCEL    |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL TAXABLE VALUE - PARCEL     |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | PRIOR                            |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | BUILDING VALUE                   |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | OBXF VALUE                       |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | LAND VALUE                       |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | PRESENT USE VALUE                |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | DEFERRED VALUE                   |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | TOTAL VALUE                      |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | PERMIT                           |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | CODE DATE NOTE NUMBER AMOUNT     |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | ROUT: WTRSHD:                    |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | SALES DATA                       |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | OFF. RECORD                      |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | BOOK PAGE DATE MO/YR             |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | DEED TYPE Q/UV/I                 |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | INDICATE SALES PRICE             |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | 03446 0519 6 2019 WD C V         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | 01279 0733 10 1990 WD U I        |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | 01235 0395 4 1989 WD U I         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | 01192 0295 3 1988 WD U I         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | HEATED AREA                      |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | NOTES                            |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | FROM EXEMPT TO TAXABLE           |                      |             |           |                 |                  |         |              |                     |            |                   |  |
|                         |                                 |              |            |       |                   |              |           |                             | FOR 1988                         |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| SUBAREA                 |                                 | GS           | RPL        | CODE  | QUALITY           | DESCRIPTION  | LT        | WTH                         | UNITS                            | UNIT PRICE           | ORIG % COND | BLDG#     | L/B             | SIZE FACT        | AYB     | EYB          | ANN DEP RATE        | % OVR COND | OB/XF DEPR. VALUE |  |
| TYPE                    |                                 | AREA         | %          | CS    | TOTAL OB/XF VALUE |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| FIREPLACE               |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| SUBAREA TOTALS          |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| BUILDING DIMENSIONS     |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| LAND INFORMATION        |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |
| HIGHEST AND BEST USE    | USE CODE                        | LOCAL ZONING | FRONT TAGE | DEPTH | DEPTH / SIZE      | LND MOD      | COND FACT | OTHER ADJUSTMENTS AND NOTES |                                  |                      |             | ROAD TYPE | LAND UNIT PRICE | TOTAL LAND UNITS | UNT TYP | TOTAL ADJUST | ADJUSTED UNIT PRICE | LAND VALUE | LAND NOTES        |  |
| 0100                    | 0100                            | R-6          | 75         | 150   | 1.0000            | 2            | 1.0000    | RF                          | AC                               | LC                   | TO          | OT        |                 | 75.00            | 75.000  | FF           | 1.000               | 75.00      | 5625              |  |
| TOTAL MARKET LAND DATA  |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     | 5,630      |                   |  |
| TOTAL PRESENT USE DATA  |                                 |              |            |       |                   |              |           |                             |                                  |                      |             |           |                 |                  |         |              |                     |            |                   |  |

# Memorandum

**To:** Wayne County Board of Commissioners

**From:** Craig Honeycutt, County Manager

**Date:** 9/13/2021

**Re:** Holiday Schedule – 10/05/2021 Meeting

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Attached to this memo is the proposed 2022 Wayne County Holiday Schedule. Holidays are approved annually by the Board of Commissioners. In addition, the State of North Carolina Holiday schedule is typically observed.



## **WAYNE COUNTY 2022 HOLIDAY SCHEDULE**

### **NEW YEAR'S DAY**

Friday, December 31, 2021

### **MARTIN LUTHER KING, JR. DAY**

Monday, January 17, 2022

### **GOOD FRIDAY**

Friday, April 15, 2022

### **MEMORIAL DAY**

Monday, May 30, 2022

### **INDEPENDENCE DAY**

Monday, July 4, 2022

### **LABOR DAY**

Monday, September 5, 2022

### **VETERANS DAY**

Friday, November 11, 2022

### **THANKSGIVING**

Thursday, November 24, 2022

Friday, November 25, 2022

### **CHRISTMAS**

Friday, December 23, 2022

Monday, December 26, 2022

Tuesday, December 27, 2022

# Memorandum

**To:** Wayne County Board of Commissioners  
**From:** Craig Honeycutt, County Manager  
**Date:** 9/27/2021  
**Re:** Pay Classification Update – 10/05/21 Meeting

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Attached to this memo is a request to amend the Pay Classification of Wayne County. This update includes a request to remove the position classification of Circulation Department Head and replace it with Manager-Library Experiences. This position will oversee the newest branch (the Mobile Resource Library), the Raising-A-Reader program, and other outreach and engagement opportunities. This position will also oversee the in-house customer service delivery of the Goldsboro Library and will be an integral part of the Library's leadership team.

## **NORTH CAROLINA**

### **WAYNE COUNTY**

#### **RESOLUTION #2021-32 : A RESOLUTION ADOPTING THE FORTIETH AMENDMENT TO THE POSITION CLASSIFICATION AND PAY PLAN FOR WAYNE COUNTY, NORTH CAROLINA**

**WHEREAS**, the Board of Commissioners has previously adopted on July I, 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:

|                                | <b>Previous<br/>Classification<br/><u>Grade</u></b> | <b>New<br/>Classification<br/><u>Grade</u></b> | <b>Effective<br/>Date</b> |
|--------------------------------|-----------------------------------------------------|------------------------------------------------|---------------------------|
| <b>LIBRARY</b>                 |                                                     |                                                |                           |
| Circulation<br>Department Head | 71                                                  | <b>REMOVE</b>                                  | OCT 5, 2021               |
| Manager<br>Library Experiences | 72                                                  | <b>NEW POSITION</b>                            | OCT 5, 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 October 5, 2021.

Passed and adopted this 5th day of October, 2021.

\_\_\_\_\_  
George Aycock, Chairman  
Wayne County Board of Commissioners

Attest:

\_\_\_\_\_  
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 October 5, 2021  
by Resolution # 2021-32

| <u>GRADE</u> | <u>MINIMUM</u> | <u>MIDPOINT</u> | <u>MAXIMUM</u> | <u>STATUS</u> | <u>JOB TITLE</u>                                                                                                                                                                                                                                                                                                                                                          |
|--------------|----------------|-----------------|----------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52           | \$16,876       | \$21,287        | \$26,585       |               | SENIOR CENTER WORKER<br>4-H AFTERSCHOOL COORDINATOR                                                                                                                                                                                                                                                                                                                       |
| 54           | \$18,793       | \$23,470        | \$29,309       |               | COMM HEALTH ASST BF COUNSELOR<br>HOUSEKEEPING ASSISTANT<br>TRANSPORTATION COORDINATOR                                                                                                                                                                                                                                                                                     |
| 55           | \$19,732       | \$24,642        | \$30,775       |               |                                                                                                                                                                                                                                                                                                                                                                           |
| 56           | \$20,719       | \$25,875        | \$32,314       |               | RECEPTIONIST<br>SITE MAINTENANCE/ATTENDANT                                                                                                                                                                                                                                                                                                                                |
| 57           | \$21,754       | \$27,168        | \$33,929       |               | MAIL DEPOSIT SERVICES COORDINATOR<br>OFFICE ASST III/INTERPRETER<br>PROCESSING ASST III/INTERPRETER                                                                                                                                                                                                                                                                       |
| 58           | \$22,842       | \$28,527        | \$35,626       |               | DEPUTY REGISTER OF DEEDS I                                                                                                                                                                                                                                                                                                                                                |
| 59           | \$23,984       | \$29,953        | \$37,407       |               | ACCOUNTING CLERK IV<br>ADMINISTRATIVE ASSISTANT<br>ANIMAL SHELTER ATTENDANT<br>DENTAL ASSISTANT<br>GROUNDSKEEPER<br>INCOME MAINTENANCE TECHNICIAN<br>LIBRARY ASSISTANT<br>MEDICAL RECORDS ASSISTANT IV<br>OFFICE ASSISTANT IV<br>PATIENT RELATIONS REPRESENTATIVE IV<br>PROCESSING ASSISTANT IV<br>PROCESSING UNIT SUPERVISOR IV<br>PRODUCTION TECHNICIAN<br>SECRETARY IV |

|    |          |          |          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|----------|----------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 60 | \$25,183 | \$31,451 | \$39,277 | ADMINISTRATIVE SECRETARY II<br>GROUNDSKEEPER/EQUIPMENT OPERATOR                                                                                                                                                                                                                                                                                                                                                                                                     |
| 61 | \$26,442 | \$33,024 | \$41,242 | ACCOUNTING TECH II<br>ADMIN ASST-SAFETY COORD<br>ADMIN ASST-WEIGHMASTER<br>ANIMAL CONTROL OFFICER<br>BASIC<br>DENTAL ASSISTANT SUPERVISOR<br>DEPUTY REGISTER OF DEEDS II<br>INCOME MAINT CASEWORKER I<br>JETPORT LINE TECHNICIAN<br>MAINTENANCE TECHNICIAN I<br>MAINT TECH I/GROUNDSKEEPER LEAD<br>MAINTENANCE TECHNICIAN I/GROUNDS/ORC<br>OPERATIONS MANAGER<br>PERSONNEL ASSISTANT V<br>PROCESSING ASSISTANT V<br>PROCESSING UNIT SUPERVISOR V<br>TAX ASSISTANT I |
| 62 | \$27,765 | \$34,674 | \$43,304 | 4-H SITE DIRECTOR<br>ASSISTANT REGISTER OF DEEDS I<br>ANIMAL CONTROL SUPERVISOR<br>EMER MED SRV TECH-BASIC-LEADER<br>LITERACY COORDINATOR<br>MAINTENANCE TECHNICIAN II<br>MAPPER<br>MAPPER/PROPERTY TRANSFER OFFICER<br>PLANNER<br>PUBLIC INFORMATION ASST IV<br>RECYCLING COORDINATOR<br>SOCIAL WORK TRAINEE<br>TAX ASSISTANT II                                                                                                                                   |
| 63 | \$29,153 | \$36,408 | \$45,469 | 4-H PROGRAM ASSISTANT<br>ACCOUNTING TECH III<br>ADMINISTRATIVE ASSISTANT I<br>AEMT<br>ASST REGISTER OF DEEDS II<br>ASST COUNTY VETERANS OFFICER<br>CH PERMIT ANALYST<br>CHILD SUPPORT AGENT I<br>DSS FOREIGN LANGUAGE INTERPRETER II<br>INCOME MAINTENANCE CASEWORKER II<br>INFO CASE ASSISTANT                                                                                                                                                                     |

Grade 63 (cont.)

MAINTENANCE TECHNICIAN III  
SOCIAL WORKER I  
TAX ASSISTANT III/LISTING SUPERVISOR  
CALL TAKER

64            \$30,611        \$38,229        \$47,743

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  
ELECTIONS ADMINISTRATOR  
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\*           \$32,141        \$40,140        \$50,129

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<br>TELECOMMUNICATOR - LEAD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 66 | \$33,748 | \$42,147 | \$52,636 | 4-H AFTERSCHOOL ASSISTANT DIR.<br>ELECTRICIAN<br>FOREIGN LANGUAGE INTERPRETER<br>HEAVY EQUIPMENT OPERATOR<br>LEAD CHILD SUPPORT AGENT II<br>MAINTENANCE TECH II-PLUMBING<br>NUTRITIONIST II<br>TELECOMMUNICATOR- SHIFT SUPERVISOR<br>TELECOMMUNICATOR-SUPERVISOR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 67 | \$35,436 | \$44,255 | \$55,268 | APPRAISER<br>CHILD SUPPORT SUPERVISOR I<br>CREW CHIEF<br>DEPUTY SHERIFF I<br>DEPUTY SHERIFF II<br>DEPUTY SHERIFF/ACE<br>DEPUTY SHERIFF/CIVIL<br>DEPUTY SHERIFF/COURTS<br>DEPUTY SHERIFF/CRIME PREVENTIO<br>DEPUTY SHERIFF/DRUGS<br>DEPUTY SHERIFF/ENTRY<br>DEPUTY SHERIFF/MASTER DEPUTY<br>DEPUTY SHERIFF/PATROL<br>DEPUTY SHERIFF/SRO<br>DEPUTY SHERIFF/WARRANTS<br>DETENTION OFFICER-CPL<br>DETENTION OFFICER-CPL/COURT SPEC<br>DETENTION OFFICER-CPL/INMATE SERV<br>DETENTION OFFICER-CPL/LITTER<br>DETENTION OFFICER-CPL/TRANSPORT<br>ENFORCEMENT OFFICER-PLANNING<br>ENVIRONMENTAL HLTH SPECIALIST<br>FIELD TRAINING OFFICER<br>HEAVY EQUIPMENT MECHANIC<br>INC MAINTENANCE SUPERVISOR II<br>MAPPING SUPERVISOR<br>PARALEGAL I<br>PARAMEDIC<br>RECYCLING COORD/CODE ENFORCER<br>SOCIAL WORKER II<br>SOIL CONSERVATION TECHNICIAN II<br>STATE COST SHARE TECHNICIAN |
| 68 | \$37,207 | \$46,467 | \$58,031 | BUILDING CODE INSPECTOR I<br>CHILD SUPPORT SUPERVISOR II                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|    |                  |          |          |     |                                        |
|----|------------------|----------|----------|-----|----------------------------------------|
|    |                  |          |          | E/A | DETENTION - SERGEANT                   |
|    |                  |          |          | E/A | DEPUTY OPERATIONS MANAGER              |
|    |                  |          |          |     | HOUSEKEEPING SUPERVISOR                |
|    |                  |          |          |     | HUMAN SERVICES COORDINATOR III         |
|    |                  |          |          |     | IT SUPPORT TECHNICIAN                  |
|    |                  |          |          |     | MEDICAL RECORDS MANAGER II             |
|    |                  |          |          |     | OFFICE MANAGER/ASST. CLERK             |
|    |                  |          |          |     | PARALEGAL                              |
|    |                  |          |          |     | PERSONNEL TECHNICIAN III               |
| 69 | \$39,067         | \$48,790 | \$60,932 | E/E | ANIMAL SERVICES DIRECTOR               |
|    | Grade 69 (cont.) |          |          |     | 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        |
|    |                  |          |          |     | IT SENIOR SUPPORT TECHNICIAN           |
|    |                  |          |          | 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 | \$41,021         | \$51,230 | \$63,979 |     | BUILDING CODE INSPECTOR III            |
|    |                  |          |          |     | BUSINESS MANAGER                       |
|    |                  |          |          |     | CHIEF PROP TRANSFER OFFICER            |
|    |                  |          |          |     | DENTAL HYGIENIST                       |
|    |                  |          |          |     | DEPUTY SHERIFF-SGT/ACE                 |

|                  |          |          |          |     |                                       |
|------------------|----------|----------|----------|-----|---------------------------------------|
| Grade 70 (cont.) |          |          |          |     | DEPUTY SHERIFF-SGT/CIVIL              |
|                  |          |          |          |     | DEPUTY SHERIFF-SGT/COURTS             |
|                  |          |          |          |     | DEPUTY SHERIFF-SGT/DETECTIVE          |
|                  |          |          |          |     | 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                 |
| 71               | \$43,071 | \$53,792 | \$67,179 |     | RN SUPERVISOR                         |
|                  |          |          |          |     | SOCIAL WORK SUPERVISOR II             |
|                  |          |          |          |     | APPRAISER SUPERVISOR                  |
|                  |          |          |          |     | 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       |
| 72               | \$45,226 | \$56,482 | \$70,537 | E/E | SENIOR CITIZENS PROGRAM DIR           |
|                  |          |          |          |     | SOCIAL WORKER IAT                     |
|                  |          |          |          |     | SUPERVISOR                            |
|                  |          |          |          | E/E | ACCT SPEC II/FIN REPORT/GRANT         |
|                  |          |          |          |     | ASST TO CO MGR/CLK TO BOARD           |
|                  |          |          |          |     | ASST. PAYROLL ADMINISTRATOR           |
|                  |          |          |          |     | BUILDING CODE SUPERVISOR              |
|                  |          |          |          | E/A | FIN REPORTING/ACCT SPEC II            |
|                  |          |          |          |     | IT ASSOCIATE SYSTEMS ADMIN            |
|                  |          |          |          |     | JAIL NAVIGATOR                        |
|                  |          |          |          |     | LIBRARY REFERENCE DEPT HEAD           |
|                  |          |          |          |     | LICENSED PRACTICAL NURSE              |
|                  |          |          |          | E/A | <b>MANAGER LIBRARY EXPERIENCES</b>    |
|                  |          |          |          | 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  | \$47,487 | \$59,305 | \$74,064 | E/E   | 911 CENTER MANAGER                    |
|     |          |          |          | E/A   | ACCOUNTING & BUDGET MANAGER           |
|     |          |          |          | E/A   | AIRPORT MANAGER                       |
|     |          |          |          |       | ASSISTANT ASSESSOR/REVALUATION COORD. |
|     |          |          |          |       | 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         |
|     |          |          |          |       | PAYROLL ADMINISTRATOR                 |
|     |          |          |          |       | PUBLIC HEALTH NURSE III               |
|     |          |          |          | E/E   | PUBLIC INFORMATION OFFICER            |
|     |          |          |          | E/A   | PURCH/JT PURCH/INSURANCE              |
|     |          |          |          | E/A   | SOCIAL WORKER SUPERVISOR III          |
| 74  | \$49,862 | \$62,271 | \$77,768 | E/A   | ACCOUNTING/PAYROLL SUPERVISOR         |
|     |          |          |          | E/A   | ASSISTANT DIR OF HUMAN RESOURCES      |
|     |          |          |          |       | GIS COORDINATOR                       |
|     |          |          |          | 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           |
|     |          |          |          |       | TRAINING OFFICER                      |
| 75* | \$52,354 | \$65,384 | \$81,655 | 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            |

Grade 73 (cont.)

|                  |              |           |           |                                                   |                                                                                                                                                                                         |
|------------------|--------------|-----------|-----------|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 76*              | \$54,973     | \$68,653  | \$85,738  | E/E<br>E/E<br>E/E<br>E/E<br>E/A                   | DEPUTY SHERIFF/CAPT/PATROL<br>DEPUTY SHERIFF-CAPT/CIVIL<br>DEPUTY SHERIFF-CAPT/INVESTIG<br>DETENTION OFFICER-CAPT<br>PH NURSE SUPERVISOR II                                             |
| 77*              | \$57,721     | \$72,086  | \$90,025  | E/P/C                                             | IT SYSTEMS ENGINEER                                                                                                                                                                     |
| 78*              | \$60,608     | \$75,691  | \$94,526  | E/E<br>E/E<br>E/P/C<br>E/P/C<br>E/E<br>E/E<br>E/E | CSSPA II<br>EXECUTIVE DIR BD OF ELECTIONS<br>IT SENIOR SYSTEMS ENGINEER<br>IT TECH SERVICES SUPV<br>LIBRARY DIRECTOR<br>PUBLIC INFO & MARKETING MGR<br>SOLID WASTE DIRECTOR             |
| Grade 78 (cont.) |              |           |           |                                                   |                                                                                                                                                                                         |
| 79*              | \$63,638     | \$79,475  | \$99,253  | E/A<br>E/P<br>E/A<br>E/E<br>E/E<br>E/E            | ASSISTANT FINANCE DIRECTOR<br>DIRECTOR OF NURSING<br>EMS/TRANSPORT BUSINESS MANAGER<br>FACILITIES SUPERINTENDENT<br>HEALTH DEPARTMENT DEPUTY DIRECTOR<br>HUMAN SERVICES DEPUTY DIRECTOR |
| 80*              | \$66,819     | \$83,449  | \$104,216 | E/E<br>E/P/C<br>E/E                               | DEPUTY SHERIFF - MAJOR<br>IT OPERATIONS MGR/APP ANALYST<br>JAIL ADMINISTRATOR - MAJOR                                                                                                   |
| 81*              | \$70,161     | \$87,621  | \$109,427 | E/E<br>E/E<br>E/E<br>E/P/L                        | EMS/TRANSPORT DIRECTOR<br>HUMAN RESOURCE DIRECTOR<br>OFFICE OF EMERGENCY SERVICES DIRECTOR<br>PHYSICIAN EXTENDER II                                                                     |
| 82*              | \$73,669     | \$92,002  | \$114,898 | E/E<br>E/P/L                                      | TAX ADMINISTRATOR<br>STAFF ATTORNEY                                                                                                                                                     |
| 84*              | \$81,219     | \$101,432 | \$126,675 | E/P/L                                             | DENTIST I                                                                                                                                                                               |
| 85*              | \$85,280     | \$106,503 | \$133,008 | E/E<br>E/E<br>E/E<br>E/E<br>E/E<br>E/E            | FINANCE DIRECTOR<br>MAXWELL CENTER DIRECTOR<br>PROJECT MANAGEMENT DIRECTOR<br>PUBLIC HEALTH DIRECTOR<br>SOCIAL SERVICES DIRECTOR II<br>SHERIFF                                          |
| NG*              | Not on Grade |           |           | E/E<br>E/P/L<br>E/E<br>E/E<br>E/E                 | ASSISTANT COUNTY MANAGER<br>COUNTY ATTORNEY<br>COUNTY MANAGER<br>GWTA DIRECTOR<br>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

**WAYNE COUNTY**  
**COUNTY MANAGER**  
**CRAIG F. HONEYCUTT**



**WAYNE COUNTY**  
NORTH CAROLINA

**Phone: (919) 731-1435**  
**Fax (919) 731-1446**

TO: Wayne County Board of Commissioners

FROM: Craig F. Honeycutt – County Manager

DATE: September 29, 2021

RE: Pay and Classification Study – Department of Social Services

At the DSS meeting on Monday, September 27, 2021, the Board of Social Services unanimously recommended to the Board of Commissioners to begin a full pay and class study for our DSS Department. This would be very similar to what we did with our Sheriff/EMS Departments, to look at individual job descriptions/certifications/experience/compression of salaries/etc., to get a better understanding of pay issues within the Department. This would be an approximate 3-4 month process, and we would anticipate having the information available to be considered for our 2022/23 FY budget. Funding for the study would come from lapse salary within the Department.

Currently the Department for the past two months has had a vacancy of 42 FTE out of 214 (19.63%). We would contract with Susan Manning to do this study (same person as EMS/Sheriff) with a cost of approximately \$8,000.

**THE GOOD LIFE. GROWN HERE.**

LEASE AGREEMENT  
FOR  
NEW FREMONT ELEMENTARY SCHOOL

BY AND BETWEEN

COUNTY OF WAYNE  
(AS LANDLORD)

AND

WAYNE COUNTY BOARD OF EDUCATION  
(AS TENANT)

NORTH CAROLINA:

WAYNE COUNTY:

**LEASE AGREEMENT**

THIS LEASE AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF WAYNE, a body politic and corporate, hereinafter "Landlord" and the Wayne County Board of Education, also a body politic and corporate, hereinafter "Tenant".

**WITNESSETH:**

WHEREAS, the Wayne County Board of Commissioners ("the County Commissioners") and the Wayne County Board of Education ("the School Board") have entered into a "Funding Agreement to Accommodate the NC Lottery Grant for Fremont Elementary School," dated September 21, 2021, ("September 21, 2021 Funding Agreement") (attached hereto as Exhibit B), for the replacement of the Fremont Elementary School ("the Project"); and

WHEREAS, the School Board has conveyed the Property (described below) to the County Commissioners in order to enable the County to obtain financing of the construction of the Project and reclaim sales and use taxes paid by the various contractors and vendors in the construction of the Project; and

WHEREAS, the County Commissioners agreed to lease the Property to the School Board for the operation of the school until such time as the Property is reconveyed to the School Board pursuant to the September 21, 2021 Funding Agreement; and

WHEREAS, the parties desire to set forth herein the further terms and conditions of their Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to be derived by each of the parties from this Agreement, and for the further consideration of One Dollar in hand paid to Lessor by Lessee, the receipt of which is hereby acknowledged, Lessor does hereby let and lease to Lessee and Lessee accepts the same as tenant of Lessor, that certain property described as follows: Being all of Lot 1 shown on that map entitled "Survey for Wayne County Public Schools" recorded in Plat Cabinet P, Slide 19-C, Wayne County Registry, attached hereto as Exhibit A, including all the improvements, facilities and equipment now existing and/or located on or about these premises as well as all improvements, facilities and equipment to be constructed and/or placed on the property during the term of this Agreement ("the Property").

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

LEASE: The Landlord hereby leases the Property to the Tenant and the Tenant hereby leases the same from the Landlord in accordance with the provisions of this Agreement.

TERM: The term of this lease shall extend until such time as the Landlord shall convey the Property to the Tenant pursuant to the terms of the September 21, 2021 Funding Agreement. If for

any reason the Property is conveyed to the Tenant at a different time, then this lease shall terminate at the time the property is conveyed to the Tenant by Landlord.

RENTAL: The mutual interest in and benefit to the County and the Public Schools in the obtaining of financing and the refund of use and sales taxes referenced in the September 21, 2021 Funding Agreement is deemed adequate consideration for this Lease Agreement without the payment of additional rents.

USE OF PREMISES: During the term of this lease, Tenant shall have the exclusive right to possess, use, occupy, improve and insure the Property and all improvements, facilities and equipment located thereon for any and all school purposes, and shall have the right to carry on and conduct such programs and activities on the premises as may be required and/or permitted in accord with all applicable federal, state and local laws, rules, regulations and policies pertaining to Tenant in the operation of a public school system. In addition, Tenant shall have the right and authority in its discretion to grant permission to third parties to use the Property or portions thereof for non-school purposes and may enter into joint use or facility use agreements for the use of the Property or portions thereof pursuant to N.C. Gen. Stat. § 115C-524, or otherwise as allowed by law.

UTILITIES AND OTHER EXPENSES: Tenant shall be solely responsible for the cost of providing electrical service, heat, air conditioning, lights, water, sewer, garbage removal and any other utility services in connection with its use of the Property. In addition, Tenant shall be responsible for the payment of all other expenses incurred and/or required in connection with its use of the Property for any purposes. It is not the intent of the parties that the foregoing reduce in any way the statutory obligations of Landlord to provide local current expense and capital outlay funds for the operation of the public school system in Wayne County.

ASSIGNMENT AND SUB-LETTING: Neither party shall assign any interest right or responsibility hereunder without the consent of the other party. Tenant may sub-let all or a portion of the Property as deemed necessary or desirable in carrying out its duties and responsibilities for the operation of the public school system in Wayne County.

REPAIRS, MAINTENANCE AND ALTERATIONS: Tenant shall be responsible for all repairs to and maintenance of the Property during the term of the lease. Tenant shall have the right to make any alterations, repairs, additions and improvements it deems necessary or desirable to the Property in connection with its use thereof. It is understood however that Tenant will not make any such additions, alterations, repairs or improvements without the consent of Landlord when such actions would result in a financial obligation on the part of Landlord to which it has not given its consent or where such consent may otherwise be required by law.

INSURANCE: Tenant will maintain in effect during the term of this Agreement a policy or policies of property insurance on the buildings, equipment and other improvements, with the Landlord listed as a named insured. Such coverages shall be in accord with the recommendations of the State Department of Public Instruction. Evidence of such insurance will be furnished to Landlord upon request. Tenant shall retain the sole authority to control and direct the application and distribution of any insurance proceeds applicable to the Property.

FIRE AND OTHER CASUALTY: If the improvements on the Property shall be damaged or destroyed by fire or other casualty, Tenant shall be responsible for replacing and/or repairing the premises from the proceeds of the applicable insurance policy or policies and the Lease Agreement shall remain in full force and effect.

INDEMNITY: To the extent allowed by law, Tenant shall indemnify, defend and hold harmless the Landlord from and against all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from the possession and use of the Property by Tenant. This indemnity shall not affect the right of Tenant to claim governmental immunity in any claim or proceedings by a third party.

SUBORDINATION: This Lease shall be subordinate to any Mortgage or Deed of Trust encumbering the Property or any part thereof, whether now in effect or hereinafter placed in effect for the purpose of securing the financing of construction and improvements on the Property, and to all renewals, modifications, replacements and extensions of such Mortgage or Deed of Trust, including the refinancing thereof. Landlord and Tenant each agree to execute such documents as may be required by the Lender to acknowledge the subordination of the Lease to the lien(s) of any such Mortgage or Deed of Trust.

COMPLIANCE WITH AGENCY AGREEMENT: The respective obligations of the parties regarding construction on any of the Property subject to this Lease Agreement shall be governed by the terms of the September 21, 2021 Funding Agreement entered into by the parties, the terms and conditions which are incorporated herein by reference.

APPLICABLE LAW: This Lease Agreement shall be construed in accord with the laws, statutes and ordinances of the State of North Carolina.

SEVERABILITY: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect as long as the parties can carry out the purposes and intents of this Lease Agreement without there being undue hardship on the part of either party in performing hereunder.

EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY: The Property is demised subject to all easements, restrictions and rights of way legally affecting the Property.

BINDING EFFECT AND COMPLETE TERMS: The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Tenant.

NOTICES AND WRITTEN CONSENTS: All notices and written consents required under this Lease shall be in writing and shall be deemed properly served if personally delivered or if deposited in the United States Mail, addressed to the then current address of the party to receive the same.

RECORDING: A memorandum hereof may be prepared and recorded in the County where the premises are located, at the request of either party and at such party's expense. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved and whether options to renew or purchase exist.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate on their behalf by the appropriate official effective as of the date first above written.

[COUNTY SEAL]

THE COUNTY OF WAYNE

ATTEST:

\_\_\_\_\_  
Carol Bowden  
Clerk, Board of Commissioners

By: \_\_\_\_\_  
George Wayne Aycock, Jr.  
Chair, Board of Commissioners

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

\_\_\_\_\_  
Finance Officer  
The County of Wayne

STATE OF NORTH CAROLINA  
WAYNE COUNTY

I, \_\_\_\_\_, a Notary Public of Said State and County, do hereby certify that George Wayne Aycock, Jr. and Carol Bowden personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of Commissioners of Wayne County, North Carolina, and that by authority duly given and as the act of The County of Wayne, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

\_\_\_\_\_  
My Commission expires:

[BOARD OF EDUCATION SEAL]

THE WAYNE COUNTY BOARD OF  
EDUCATION

ATTEST:

\_\_\_\_\_  
Dr. David A. Lewis, Secretary

By: \_\_\_\_\_  
Don Christopher West  
Chair, Board of Education

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

\_\_\_\_\_  
Finance Officer  
The Wayne County Board of Education

STATE OF NORTH CAROLINA  
WAYNE COUNTY

I, \_\_\_\_\_, a Notary Public of said State and County, do hereby  
certify that Dr. David A. Lewis, with whom I am personally acquainted, who, being by me duly  
sworn, says that he is the Secretary of the Wayne County Board of Education and that Don  
Christopher West is the Chair of such Board of Education, the Board described in and which  
executed the foregoing instrument; that he knows the common seal of said Board; that the seal  
affixed to the foregoing instrument is said common seal, and the name of the Board was subscribed  
thereto by the said Chair; and that said Chair and Secretary subscribed their names thereto, and said  
common seal was affixed, all by order of the Board and that the said instrument is the act and deed  
of said Board.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

\_\_\_\_\_  
My Commission expires:

P-19-C

## Exhibit A

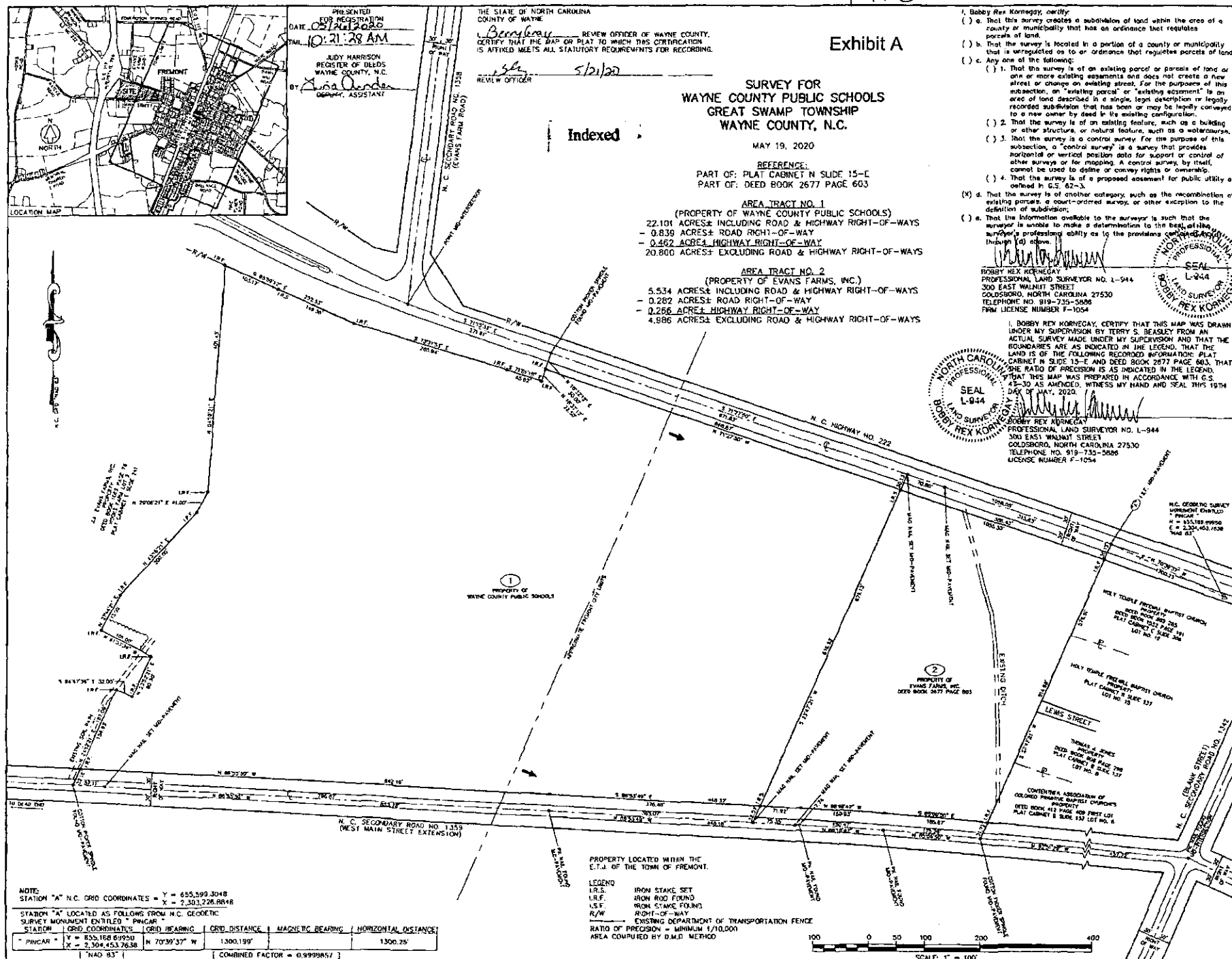


EXHIBIT A

NORTH CAROLINA  
WAYNE COUNTY

FUNDING AGREEMENT TO  
ACCOMMODATE THE  
NC LOTTERY GRANT FOR  
FREMONT ELEMENTARY SCHOOL

This Agreement made by and between the Wayne County Board of Commissioners and the Wayne County Board of Education is to formalize the agreement to fund the Fremont Elementary School made the 21<sup>st</sup> day of September, 2021.

WITNESSETH:

WHEREAS, the parties agree to the following:

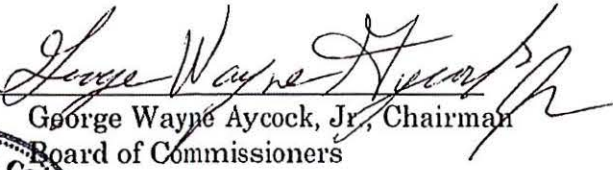
1. That the proposed budget for construction should not exceed \$23 million. In the event the project exceeds this figure, the parties shall fund the overage as detailed below.
2. Funding for the project shall be as follows:
  - NC DPI Needs Based Lottery Grant \$15 million
  - County will provide up to \$8 million through a combination of debt financing or pay as you go funding as determined by the Board of Commissioners
  - The method of debt financing shall be determined by the Board of Commissioners and subject to approval by the NC Local Government Commission
3. Representatives from the Board of Education and the Board of Commissioners will work closely with the selected architect and construction manager at risk to keep the Guaranteed Maximum Price at or below \$23 million dollars. However, the representatives of the Boards are not expected to sacrifice the quality or functionality of the finished facility.
4. If the Guaranteed Maximum Price of the project exceeds \$23 million dollars, the overage must be approved by both Boards and will be funded as the \$8 million dollars as described in Paragraph Two above.
5. Even though the original anticipated cost of the project was \$23 million in the Needs-Based Grant Application, the BOE will work closely with the Architect and Construction Manager at Risk (CMAR) to endeavor to secure a Guaranteed Maximum Price (GMP) of \$23 million or less, without sacrificing the quality or functionality of the finished facility. The BOE shall promptly advise the BOC of the GMP provided by the CMAR. In the event the GMP

exceeds \$23 million, it will require approval by the BOC.

6. Throughout this project, the BOE shall provide an update to a working group including members of the BOC, BOE and senior staff, or as requested by the BOC at monthly meetings, on the status and progress of the Fremont Elementary School project, including any significant decisions anticipated or any new developments that are reasonably anticipated to impact the project or its cost.
7. A condition of the DPI grant is that the County foregoes NC education lottery funds for five years resulting in a loss of \$2,765,302. Pursuant to the January 9, 2017 agreement ("2017 Agreement") between the boards, lottery funds are used for debt service on outstanding school debt. Wayne County shall pay the deficit of \$2,765,302 from County funds to offset the loss of lottery funds. The approximate \$2.76 million shall be paid as required over the years 2022 through 2024 to meet the anticipated debt payments on school facility loans.
8. The Wayne County Board of Education will transfer the Fremont Elementary property to Wayne County. This will allow the parties to realize sales tax savings throughout the course of the project.
9. The County will transfer the Fremont Elementary project back to the Board of Education once all debt relating to the project is retired.
10. The Board of Commissioners will allocate the existing balance of approximately \$1.3 million in the Capital Fund Balance over the course of 3 years as part of the WCPS capital outlay budget. These funds shall be disbursed in equal installments in FYs 2022, 2023, and 2024.
11. The Board of Education shall act as the County's agent to carry out all phases of construction of the Fremont Elementary Project. This shall include negotiations of all contracts so long as the funds to be expended pursuant to those contracts are within the established project budget.

WITNESS our hands and seals as set out below.

WAYNE COUNTY

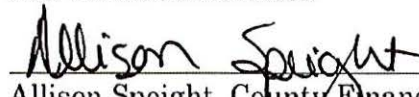
By:   
George Wayne Aycock, Jr., Chairman  
Board of Commissioners



ATTEST:

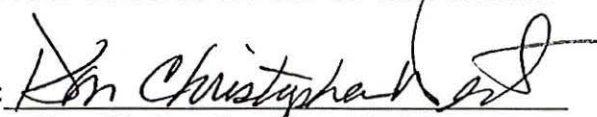
  
Carol Bowden  
Clerk to the Board

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

  
Allison Speight, County Finance Officer

9-21-2021  
Date

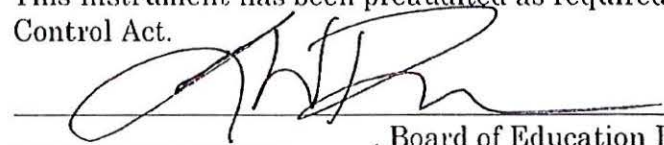
WAYNE COUNTY BOARD OF EDUCATION

By:   
Don Christopher West, Chairman

ATTEST:

  
Dr. David A. Lewis  
Superintendent

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

, Board of Education Finance Officer

9/17/21  
Date

**WAYNE COUNTY**  
**COUNTY MANAGER**  
**CRAIG F. HONEYCUTT**



**WAYNE COUNTY**  
NORTH CAROLINA  
Phone: (919) 731-1435  
Fax (919) 731-1446

TO: Wayne County Board of Commissioners

FROM: Craig F. Honeycutt – County Manager

DATE: September 29, 2021

RE: Lease of Food Lion Facility at 1320 W. Grantham St. for Vaccine/Testing facility

Staff would like to recommend the Food Lion facility (located at 1320 W. Grantham) for a new site for COVID-19 vaccine/testing. With the impending sale of the current site, (Bussman Bldg.), we needed to find a centrally located site that was large enough for parking and operations. The lease will be for a period of 1 year, and the cost for the site will be \$8,333.33 monthly (\$100,000 annually). This site has been vetted by the Health Department/County Management/Facilities/ and Emergency Management as a feasible site and location. Attached is the lease.

We would ask for your approval and appropriate budget amendment for this lease. ARP funds will be used for this activity. Our goal is to stand up this facility by November 1, 2021 (or sooner) as our permanent site for vaccines/testing.

**THE GOOD LIFE. GROWN HERE.**

PO BOX 227  
GOLDSBORO, NC 27533



COMMERCIAL LEASE AGREEMENT  
(Multi-Tenant Facility)

(Note: This form is not intended to be used as a Sublease and SHOULD NOT be used in Sublease circumstances)

THIS COMMERCIAL LEASE AGREEMENT, including any and all addenda attached hereto ("Lease"), is by and between  
**WOODMONT GOLDSBORO, LLC**,

a(n) **NC Limited Liability Company** ("Landlord"),  
(individual or State of formation and type of entity)

whose address is **244 E 3rd St #20907, New York, NY 10009**, and

**Wayne County, a body politic and corporate organized under the laws of the State of North Carolina**,

a(n) **North Carolina** ("Tenant").  
(individual or State of formation and type of entity)

Attn: County Manager

whose address is ~~224 E Walnut Street, Goldsboro, NC 27530~~ PO Box 227, Goldsboro, NC 27533

☐ If this box is checked, the obligations of Tenant under this Lease are secured by the guaranty of **N/A**  
(name(s) of guarantor(s)) attached hereto and incorporated herein by reference.

(Note: Any guaranty should be prepared by an attorney at law.)

For and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**PREMISES/PROPERTY**

(Note: In this Section, Premises is the actual space being leased and Property is the broader site/location of the Premises.)

1. (a) Landlord leases unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, those certain premises depicted on **Exhibit A** attached hereto and incorporated herein by reference (hereinafter called the "Premises"), which is a part of a building or buildings located at the Property (defined below).

The address of the Premises is:

(Address): **1320 W Grantham St, Goldsboro, NC 27530-1162**

(b) The Premises is located at the following described property ("Property"):

(Address): **1320 Grantham Street, Goldsboro, NC 27530**

Plat Reference: Lot(s) **N/A**, Block or Section **N/A**, as shown on Plat Book or Slide  
**N/A** at Page(s) **N/A**, **N/A** County, consisting of **15.27** acres.

☒ If this box is checked, Property shall mean that property described on **Exhibit B** attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: **2690228003**;  
and, (ii) some or all of the Property is described in Deed Book **3460**, Page No. **278**, **Wayne**  
County.)

All facilities furnished at the Property and designated for the general use, in common, of occupants of the Property and their invitees, agents or employees, including Tenant hereunder, including but not limited to parking areas, streets, driveways, sidewalks, canopies, roadways, loading platforms, shelters, ramps, landscaped areas, exterior water faucets, irrigation systems, exterior lighting fixtures, signs and other facilities whether of a similar or dissimilar nature ("Common Areas") shall at all times be subject to the exclusive

Page 1 of 14



North Carolina Association of REALTORS®, Inc.

REALTOR® Tenant Initials \_\_\_\_\_ Landlord Initials \_\_\_\_\_



STANDARD FORM 593-T

Revised 7/2021

© 7/2021

control and management of Landlord, and Landlord shall have the right from time to time to change the area, level, location and arrangement of the Common Areas and to restrict parking by tenants and their employees to employee parking areas, to make Rules and Regulations (as herein defined) and do such things from time to time as in Landlord's reasonable discretion may be necessary regarding the Common Areas.

Tenant shall also have a non-exclusive right, in common with other tenants at the Property, to the use of the Common Areas at the Property, subject to the terms hereof.

☒ **Occupancy Limitation:** If this box is checked, notwithstanding any greater occupancy of the Premises which may be permitted by any law, statute, ordinance, regulation, rule (including rules enacted pursuant to any private use restrictions), as the same may be amended from time to time, Tenant shall not allow occupancy of the Premises to exceed N/A persons per per building code square feet in the Premises at any one time.

#### TERM

2. The term of this Lease shall commence on October 1, 2021 ("Lease Commencement Date"), and shall end at 11:59 p.m. (based upon the time at the locale of the Premises) on September 30, 2022, unless sooner terminated as herein provided. The first Lease Year Anniversary shall be the date twelve (12) calendar months after the first day of the first full month immediately following the Lease Commencement Date and successive Lease Year Anniversaries shall be the date twelve (12) calendar months from the previous Lease Year Anniversary.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least N/A days prior to the end of the then expiring term of this Lease, for N/A additional term(s) of N/A years each.

☐ If this box is checked, Tenant shall have the option of renewing this Lease, upon written notice given to Landlord at least N/A days prior to the end of the then expiring term of this Lease, for additional term(s) as specified on **Exhibit C**.

☐ **Option to Lease-** If this box is checked, Tenant, upon the payment of the sum of \$ N/A (which sum is not rental or security deposit hereunder, but is consideration for this Option to Lease and is non-refundable under any circumstances) shall have a period of N/A days prior to the Lease Commencement Date ("Option Period") in which to inspect the Premises and make inquiry regarding such sign regulations, zoning regulations, utility availability, private restrictions or permits or other regulatory requirements as Tenant may deem appropriate to satisfy itself as to the use of the Premises for Tenant's intended purposes. Tenant shall conduct all such on-site inspections, examinations, inquiries and other review of the Premises in a good and workmanlike manner, shall repair any damage to the Premises caused by Tenant's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Landlord's or any tenant's use and enjoyment of the Property. In that respect, Tenant shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to the tenant at the Premises of any entry onto the Premises for the purpose of conducting inspections. Upon Landlord's request, Tenant shall provide to Landlord evidence of general liability insurance. Tenant shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Premises and shall be entitled to review such books and records of Landlord that relate directly to the operation and maintenance of the Premises, provided, however, that Tenant shall not disclose any information regarding the Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Tenant shall obtain their agreement to maintain such confidentiality. Tenant assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Option to Lease and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Tenant shall survive the termination of this Option to Lease or this Lease. Tenant shall, at Tenant's expense, promptly repair any damage to the Premises or Property caused by Tenant's entry and on-site inspections. **IF TENANT CHOOSES NOT TO LEASE THE PREMISES, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO LANDLORD THEREOF PRIOR TO THE EXPIRATION OF THE OPTION PERIOD, THEN THIS LEASE SHALL TERMINATE AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATIONS HEREUNDER AND LANDLORD SHALL RETURN TO TENANT ANY RENTAL OR SECURITY DEPOSIT PAID TO LANDLORD HEREUNDER.** Tenant shall be deemed to have exercised its Option to Lease and to be bound under the terms of this Lease if (i) Tenant shall occupy the Premises prior to the expiration of the Option Period, whereupon the date of occupancy shall be deemed the Lease Commencement Date, or (ii) Tenant shall not provide written notice to Landlord of its termination of this Lease prior to the expiration of the Option Period.

## RENTAL

3. Beginning on October 1, 2021 ("Rent Commencement Date"), Tenant agrees to pay Landlord (or its Agent as directed by Landlord), without notice, demand, deduction or set off, an annual rental of \$ 100,000.00, payable in equal monthly installments of \$ 8,333.33, in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first monthly installment of rent due hereunder. Rental for any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly installment of rental due, based upon a 30 day month.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every N/A Lease Year Anniversary by N/A % over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed, or

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every N/A Lease Year Anniversary by the greater of: (i) \_\_\_\_\_ percent ( N/A %) over the amount then payable hereunder, or, (ii) the percentage increase (but not any decrease) in the numerical index of the "Consumer Price Index for All Urban Consumers" (1982-84 = 100) published by the Bureau of Labor Statistics of the United States Department of Labor ("CPI") for the immediately preceding twelve (12) month period over the amount then payable hereunder.

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted every N/A Lease Year Anniversary by \$ N/A over the amount then payable hereunder. In the event renewal of this Lease is provided for in Section 2 hereof and effectively exercised by Tenant, the rental adjustments provided herein shall apply to the term of the Lease so renewed,

☐ If this box is checked, the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted as provided on Exhibit C.

☒ If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

Tri Properties/NAI Carolantic

5425 Page Road, Suite 100

Durham, NC 27703

## LATE CHARGES

4. If Landlord fails to receive full rental payment within 15 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to Five Point Zero percent 5.000 (%) of the overdue amount or \$ 416.67 whichever is greater, plus any actual bank fees incurred for dishonored payments. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

## SECURITY DEPOSIT

5. Upon the execution of this Lease, Tenant shall deposit with Landlord the sum of \$ 8,333.33 as a security deposit which shall be held by Landlord as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. The security deposit does not represent payment of and Tenant shall not presume application of same as payment of the last monthly installment of rental due under this Lease. Landlord shall have no obligation to segregate or otherwise account for the security deposit except as provided in this Section 5. If any of the rental or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made by Landlord on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant upon demand shall restore the security deposit to the amount set forth above in this Section 5. In the event Tenant furnishes Landlord with proof that all utility bills and other bills of Tenant related to the Premises have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned to Tenant within sixty (60) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

☒ If this box is checked, Agent shall hold the security deposit in trust and shall be entitled to the interest, if any, thereon.

## UTILITY BILLS/SERVICE CONTRACTS

6. Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. Where a Service Obligation is allocated to Tenant, Tenant shall not be responsible for such service as to any Common Area and such responsibility shall be limited to the Premises (Tenant space). In each instance, the party undertaking responsibility for payment of a Service Obligation covenants that they will pay the applicable bills prior to delinquency. The responsibility to pay for a Service Obligation shall include all metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in said party's name. Within thirty (30) days of the Lease Commencement Date, Tenant shall provide Landlord with a copy of any requested Tenant Service Obligation information.

| <u>Service Obligation</u>               | <u>Landlord</u>                     |  | <u>Tenant</u>                       |  | <u>Not Applicable</u>               |  |
|-----------------------------------------|-------------------------------------|--|-------------------------------------|--|-------------------------------------|--|
| Sewer/Septic                            |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Water                                   |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Electric                                |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Gas                                     |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Telephone                               |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| HVAC (maintenance/service contract)     | <input checked="" type="checkbox"/> |  |                                     |  |                                     |  |
| Elevator (including phone line)         |                                     |  |                                     |  | <input checked="" type="checkbox"/> |  |
| Security System                         |                                     |  |                                     |  | <input checked="" type="checkbox"/> |  |
| Fiber Optic                             |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Janitor/Cleaning                        |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Trash/Dumpster                          |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Landscaping/Maintenance                 | <input checked="" type="checkbox"/> |  |                                     |  |                                     |  |
| Sprinkler System (including phone line) | <input checked="" type="checkbox"/> |  |                                     |  |                                     |  |
| Pest Control                            |                                     |  | <input checked="" type="checkbox"/> |  |                                     |  |
| Snow/Ice Removal                        | <input checked="" type="checkbox"/> |  |                                     |  |                                     |  |
|                                         |                                     |  |                                     |  |                                     |  |
|                                         |                                     |  |                                     |  |                                     |  |
|                                         |                                     |  |                                     |  |                                     |  |
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|                                         |                                     |  |                                     |  |                                     |  |
|                                         |                                     |  |                                     |  |                                     |  |

Landlord shall not be liable for injury to Tenant's business or loss of income therefrom or for damage that may be sustained by the person, merchandise or personal property of Tenant, its employees, agents, invitees or contractors or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of any utility installations, air conditioning system or other components of the Premises or the Property, except to the extent that such damage or loss is caused by Landlord's gross negligence or willful misconduct. Landlord represents and warrants that the heating, ventilation and air conditioning system(s) and utility installations existing as of the Lease Commencement Date shall be in good order and repair. Subject to the provisions of this Section 6, Landlord shall not be liable in damages or otherwise for any discontinuance, failure or interruption of service to the Premises of utilities or the heating, ventilation and air conditioning system(s) and Tenant shall have no right to terminate this Lease or withhold rental because of the same.

## RULES AND REGULATIONS

7. ☒ If this box is checked, the rules and regulations attached hereto ("Rules and Regulations") are made a part of this Lease. Tenant agrees to comply with all Rules and Regulations of Landlord in connection with the Premises and the Property which are in effect at the time of the execution of the Lease or which may be from time to time promulgated by Landlord in its reasonable discretion, provided notice of such new Rules and Regulations is given to Tenant in writing and the same are not in conflict with the terms and conditions of this Lease. Landlord shall use commercially reasonable efforts to enforce such Rules and Regulations at the Property, provided, however, in no event shall Landlord be obligated to make any material expenditures in connection with the enforcement of such Rules and Regulations. Landlord shall not be liable for any damages arising from any use, act or failure to act of any other tenant or occupant (including such tenant's or occupant's invitees, agents or employees), if any, of the Property.

## PERMITTED USES

8. The permitted use of the Premises shall be: Testing and Vaccination site for COVID-19 and miscellaneous storage ("Permitted Use"). The Premises shall be used and wholly occupied by Tenant solely for the purposes of conducting the Permitted Use, and the Premises shall not be used for any other purposes unless Tenant obtains Landlord's prior written approval of any change in use. Landlord makes no representation or warranty regarding the suitability of the Premises for or the legality (under zoning or other applicable ordinances) of the Permitted Use for the Premises, provided however, that Landlord does represent that it has no contractual obligations with other parties which will materially interfere with or prohibit the Permitted Use of Tenant at the Premises. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the proper and lawful conduct of Tenant's business in the Premises. Tenant shall not cause or permit any waste to occur in the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises, and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

## TAXES, INSURANCE AND COMMON AREA AND PROPERTY OPERATING EXPENSES

(Note: The following box should only be checked if there are no boxes checked below in Section 9.)

☒ Tenant shall have no responsibility to reimburse Landlord for taxes, insurance or Common Areas and Property Operating Expenses.

9. Landlord shall pay all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property, shall procure and pay for such commercial general liability, broad form fire and extended and special perils insurance with respect to the Property as Landlord in its reasonable discretion may deem appropriate and shall maintain and operate the Common Areas and the Property. Tenant shall reimburse Landlord for its proportionate share of all taxes, insurance and Common Areas and Property Operating Expenses as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon. Tenant shall reimburse Landlord for its proportionate share of taxes, insurance and Common Areas and Property Operating Expenses during the term of this Lease, and any extension or renewal thereof. **If boxes are checked below, the manner of reimbursement shall be as indicated:**

### Taxes

☐ Its proportionate share of the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year exceed all taxes on the Property for the tax year N/A ; or

☐ Its proportionate share of all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Property for each tax year.

If the final Lease Year of the term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease Year.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of taxes by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current tax payments for the Property. Upon receipt of bills, statements or other evidence of taxes due, Landlord shall pay or cause to be paid the taxes. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of taxes paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the tax reimbursements paid hereunder except as provided in this Section 9.

### Insurance

☐ Its proportionate share of the excess cost of commercial general liability, broad form fire and extended and special perils insurance with respect to the Property over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or

☐ Its proportionate share of the cost of all commercial general liability, broad form fire and extended and special perils insurance with respect to the Property.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of insurance by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, an amount equal to one-twelfth (1/12) of its proportionate share of the then current insurance premiums for the Property. Upon receipt of bills, statements or other evidence of insurance premiums due, Landlord shall pay or cause to be paid the insurance premiums. If at any time the reimbursement payments by Tenant hereunder do not equal its proportionate share of the amount of insurance premiums paid by Landlord, Tenant shall upon demand pay to Landlord an amount equal to the deficiency or Landlord shall refund to Tenant any overpayment (as applicable) as documented by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

Provided however, notwithstanding any provision of the foregoing, that in the event Tenant's use of the Premises results in an increase in the rate of insurance on the Property, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

#### Common Areas and Property Operating Expenses

☐ Its proportionate share of all Common Areas and Property Operating Expenses.

For the purpose of this Lease, Common Areas and Property Operating Expenses shall include: (a) the cost of water and sewer services for any exterior landscaping irrigation systems; (b) the cost of utilities to service the Property (not separately metered to tenants and regardless of their allocation to Landlord under Section 6 hereof) including but not limited to, electric service for any parking lot lighting, marquee signs, ground signs, pylon signs, time clocks, irrigation systems, common electric outlets used in connection with maintenance of the Property, and such other electric costs, including the replacement of light bulbs in Common Areas light fixtures as necessary to properly maintain and operate the Common Areas; (c) the cost of the removal of any trash, including the rental cost of dumpster units and fees for refuse removal; (d) the cost of exterior window washing of vacant spaces, cleaning of any building exterior, awnings, sidewalks, driveways and parking areas; (e) the cost of any grounds maintenance, including but not limited to charges for maintaining plant materials, fertilizer, pesticides, grass mowing, pruning of plants, planting of annual flowers, removal of debris and trash from Common Areas, cleaning supplies, and such other expenses necessary to maintain the Property; (f) the cost of service contracts with independent contractors to maintain on a regular basis the plumbing systems outside the rentable areas of each tenant, and to provide for pest control and exterminating services for the Common Areas; (g) the cost of maintaining the parking areas and driveways, including the re-striping of parking spaces, patching of deteriorated pavement, replacement of parking signs or directional signs; (h) the cost of Landlord's personnel when such personnel are engaged directly in the maintenance of the Common Areas of the Property, including the cost of employer taxes and a proration of employee benefits; (i) the cost of snow and ice removal from parking areas, driveways, walkways and service areas; (j) the cost of telephone, telegraph, stationery, advertising, and mail or shipping costs related directly to the maintenance or operation of the Property; (k) the cost of all repairs and maintenance for the structure, Property and systems related thereto; and (l) such other costs and expenses as are typically incurred in the maintenance and operation of a property of this type, inclusive of a management fee paid by Landlord to a property manager or property management company or organization for the management of the Property and any owner association dues or assessments. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall provide Tenant a copy of same. Tenant's proportionate share of Common Areas and Property Operating Expenses is presently estimated to be the sum of \$ N/A annually or \$ N/A per month.

☐ If this box is checked, Tenant shall reimburse Landlord for its proportionate share of Common Areas and Property Operating Expenses by paying to Landlord, beginning on the Rent Commencement Date and on the first day of each calendar month during the term hereof, the amount set forth above as the presently estimated per month proportionate share of Common Areas and Property Operating Expenses for the Premises. Landlord shall pay or cause to be paid the Common Areas and Property Operating Expenses. Within one hundred eighty (180) days following the end of each calendar year, Landlord shall: (i) cause a statement to be prepared of the actual cost of Common Areas and Property Operating Expenses for such calendar year and shall notify Tenant of any overpayment or underpayment of Tenant's proportionate share of these items during such prior calendar year; and, (ii) establish an estimate of the cost of Common Areas and Property Operating Expenses for the then current calendar year. To the extent Tenant has overpaid Tenant's proportionate share of these items for the preceding calendar year, such overage shall be credited to Tenant's proportionate share of these items for the current calendar year. To the extent Tenant has underpaid Tenant's proportionate share of these items for the preceding calendar year, Tenant shall, on

the first day of the calendar month following receipt of the statement from Landlord setting forth the amount of such underpayment, pay to Landlord the full amount of such underpayment for the preceding calendar year. In addition, beginning on the first day of the calendar month following the date upon which Landlord shall have delivered to Tenant the statement for the estimated Common Areas and Property Operating Expenses for the then current calendar year, Tenant shall pay to Landlord the product of one-twelfth (1/12) of Tenant's proportionate share of the estimated Common Areas and Property Operating Expenses for the then current calendar year multiplied by the number of calendar months in the calendar year which shall have begun as of said first day, minus the aggregate amount of the monthly payments for Tenant's proportionate share of expenses theretofore paid by Tenant during such calendar year. The remainder of Tenant's proportionate share of such expenses for the then current calendar year shall be paid by Tenant to Landlord on the first day of each succeeding month in equal consecutive monthly installments of one-twelfth (1/12) of the total amount of Tenant's proportionate share of Common Areas and Property Operating Expenses as shown on the estimate thereof provided by Landlord. Landlord shall have no obligation to segregate or otherwise account for the insurance premium reimbursements paid hereunder except as provided in this Section 9.

For purposes of this Section 9, "Tenant's proportionate share" shall mean (check one):

- ☐       N/A       % of the expenses above designated; or
- ☐ \$       N/A       payable monthly, in satisfaction of all reimbursements under this Section 9; Landlord ☐ shall ☐ shall not be obligated to provide to Tenant a statement of the actual cost of Common Areas and Property Operating Expenses for each calendar year.

#### INSURANCE; WAIVER; INDEMNITY

10. (a) During the term of this Lease, Tenant shall maintain commercial general liability insurance coverage (occurrence coverage) with broad form contractual liability coverage and with coverage limits of not less than       1,000,000.00       combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individuals or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide to Landlord, at least thirty (30) days prior to expiration, certificates of insurance to evidence any renewal or additional insurance procured by Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date.

(b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease.

(c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in this Section 10 shall survive the expiration or earlier termination of this Lease. Tenant's obligation to indemnify under this subsection is limited to the extent provided for such under North Carolina law.

#### REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls (exclusive of all glass and exclusive of all exterior doors) of the Premises and the Common Areas of the Property (including all facilities located in the Common Areas and serving the Premises and any portion of the Property other than the Premises, and capital replacements thereof) provided that Landlord shall not be responsible for repairs or capital replacements rendered necessary by the negligence or intentional wrongful acts of Tenant, its employees, agents, invitees or contractors. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

(Note: Should Landlord and Tenant need to further detail the allocation of responsibility hereunder, the Special Stipulations box at the end of the Lease should be checked and such allocation should be specified on an Exhibit C.)

## REPAIRS BY TENANT

12. (a) Tenant accepts the Premises in their present condition and as suited for the Permitted Use and Tenant's intended purposes. Tenant, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, shall maintain in good order and repair the Premises (except those repairs expressly required to be made by Landlord hereunder), specifically including but not limited to all light bulb and ballast replacements, plumbing fixtures and systems repairs within the Premises and water heater repairs. Tenant further agrees that it shall not use the Common Areas for storage or for the disposal of refuse or any other material. Tenant shall use only licensed contractors for repairs where such license is required. Landlord shall have the right to approve the contractor as to any repairs in excess of \$ 1,000.00.

☐ If this box is checked, Tenant, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Tenant shall be required to maintain a preventive maintenance contract for the HVAC Systems on terms and with a provider reasonably acceptable to Landlord, which contract shall call for at least semi-annual maintenance, inspection and repair of such HVAC Systems ("HVAC Contract"). Tenant shall provide a copy of the HVAC Contract to Landlord annually. Provided that: (i) Tenant has kept the HVAC Contract in force, and, (ii) Tenant shall have obtained Landlord's prior written approval of the contractor and the repair or replacement expenses for the HVAC Systems, then, for any calendar year, Tenant shall be responsible for the cost of repairing or replacing the HVAC Systems (or any major component thereof) up to \$ N/A per HVAC System with a maximum repair or replacement cost of \$ N/A for all HVAC Systems ("HVAC Cap") in such year. Tenant shall provide Landlord copies of all records related to the servicing, maintenance, repair, and replacement of the HVAC Systems upon the occurrence of any service, maintenance, repair, or replacement of the HVAC Systems. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap.

☒ If this box is checked, Landlord, at its expense, shall maintain the heating, ventilation and air conditioning system(s) serving the Premises ("HVAC Systems") in good order and repair, including but not limited to replacement of parts, compressors, air handling units and heating units. Provided that, Tenant shall reimburse Landlord for the cost of repairing or replacing the HVAC Systems (or any major component thereof) an amount up to \$ N/A per HVAC System with a maximum replacement cost of \$ NA for all HVAC Systems ("HVAC Cap") in such year. Landlord shall be responsible for paying the repair cost or replacement cost of such HVAC System in excess of the HVAC Cap. Tenant shall reimburse Landlord for the amount of the HVAC Cap payable hereunder upon the written request of Landlord.

(b) Tenant, Tenant's employees, agents, invitees or contractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises or the Property. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this Section 12.

## ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord, in connection with Landlord's consent to same, may designate any such alterations, additions, or improvements to the Premises as subject to removal upon the expiration or earlier termination of this Lease, in which case, upon Landlord's written notice to Tenant to remove same at the expiration or earlier termination of this Lease, Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions, or improvements being made. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Section 13 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Tenant has no authority to allow, will not permit, and will indemnify Landlord and hold it harmless from, any contractors', laborers', mechanics', or materialmen's liens, or any other similar liens filed against the Premises in connection with any alterations, additions, or improvements to the Premises.

## SURRENDERING THE PREMISES

14. Tenant shall schedule its move date with Landlord, in writing, in advance of the expiration or earlier termination of this Lease. Tenant agrees to return the Premises to Landlord at the expiration or earlier termination of this Lease, broom clean and in as good condition and repair as on the Lease Commencement Date, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. By written notice to Tenant, Landlord may require Tenant to remove any alterations, additions or improvements at the expiration or earlier termination of this Lease (whether or not made with Landlord's consent and whether or not designated via Section 13 as subject to removal) and to restore the Premises to its prior condition as of the Lease Commencement Date, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove

any of Tenant's personal property or trade fixtures which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such personal property or trade fixtures.

**(Note: Should Landlord and Tenant need to further enumerate their intent/understanding as to the status of items or property as fixtures, trade fixtures, or personal property hereunder, the Special Stipulations box at the end of the Lease should be checked and such enumeration should be specified by listing same by category on an Exhibit C.)**

#### **DESTRUCTION OF OR DAMAGE TO PREMISES**

15. (a) If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, Landlord shall have the right to terminate this Lease on written notice to Tenant within thirty (30) days after such destruction and this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date.

(b) If the Premises are damaged but not wholly destroyed by any such casualties or if the Landlord does not elect to terminate the Lease under Section 15(a) above, Landlord shall commence (or shall cause to be commenced) reconstruction of the Premises within one hundred twenty (120) days after such occurrence and prosecute the same diligently to completion, not to exceed two hundred seventy (270) days from the date upon which Landlord receives applicable permits and insurance proceeds. In the event Landlord shall fail to substantially complete reconstruction of the Premises within said two hundred seventy (270) day period, Tenant's sole remedy shall be to terminate this Lease.

(c) In the event of any casualty at the Premises during the last one (1) year of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease on written notice to the other of exercise thereof within sixty (60) days after such occurrence.

(d) In the event of reconstruction of the Premises, Tenant shall continue the operation of its business in the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay annual rental and any other sums due under this Lease shall remain in full force and effect during the period of reconstruction. The annual rental and other sums due under this Lease shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired, commencing from the date of destruction and continuing during the period of such reconstruction. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises, Tenant's personal property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.

(e) In the event of the termination of this Lease under any of the provisions of this Section 15, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

#### **GOVERNMENTAL ORDERS**

16. Landlord, at its own expense, shall comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority relative to the Common Areas and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas), (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Common Area and/or facilities serving the Common Areas (or any facilities serving the Premises and the Common Areas). Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body, relative to the Premises and Tenant's activities therein; (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time and (d) the Americans with Disabilities Act (42 U.S.C.S. §12101, et seq.) and the regulations and accessibility guidelines enacted pursuant thereto, as the same may be amended from time to time. Landlord and Tenant agree, however, that if in order to comply with such requirements the cost to Tenant shall exceed a sum equal to one (1) year's rent, then Tenant may terminate this Lease by giving written notice of termination to Landlord in accordance with the terms of this Lease, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements, unless, within thirty (30) days of receiving such notice, Landlord agrees in writing to be responsible for such compliance, at its own expense, and commences compliance activity, in which case Tenant's notice given hereunder shall not terminate this Lease.

#### **CONDEMNATION**

17. (a) If the entire Premises shall be appropriated or taken under the power of eminent domain by any governmental or quasi-governmental authority or under threat of and in lieu of condemnation (hereinafter, "taken" or "taking"), this Lease shall terminate as of the date of such taking, and Landlord and Tenant shall have no further liability or obligation arising under this Lease after such date, except as otherwise provided for in this Lease.

(b) If more than twenty-five percent (25%) of the floor area of the Premises is taken, or if by reason of any taking of the Property or the Premises, regardless of the amount so taken, the remainder of the Premises is not one undivided space or is rendered unusable for the Permitted Use, either Landlord or Tenant shall have the right to terminate this Lease as of the date the portion of the Premises of taking of the portion of the Premises or Property so taken, upon giving notice of such election within thirty (30) days after receipt by Tenant from Landlord of written notice that said portion of the Premises or the Property have been or will be so taken. In the event of such termination, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

(c) Landlord and Tenant, immediately after learning of any taking, shall give notice thereof to each other.

(d) If this Lease is not terminated on account of a taking as provided herein above, then Tenant shall continue to occupy that portion of the Premises not taken and the parties shall proceed as follows: (i) at Landlord's cost and expense and as soon as reasonably possible, Landlord shall restore (or shall cause to be restored) the Premises and/or Property remaining to a complete unit of like quality and character as existed prior to such appropriation or taking, and (ii) the annual rent provided for in Section 3 and other sums due under the Lease shall be reduced on an equitable basis, taking into account the relative values of the portion taken as compared to the portion remaining. Tenant waives any statutory rights of termination that may arise because of any partial taking of the Premises and/or the Property.

(e) Landlord shall be entitled to the entire condemnation award for any taking of the Premises and/or the Property or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for the taking of its merchandise, personal property, relocation expenses and/or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 17, provided Tenant's award does not reduce or affect Landlord's award and provided further, Tenant shall have no claim for the loss of its leasehold estate.

#### **ASSIGNMENT AND SUBLETTING**

18. Tenant shall not assign this Lease or any interest hereunder or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall pay to Landlord, concurrently with any request for consent to assignment or sublet, a non-refundable fee of \$ 1,000.00 as payment to Landlord for its review and processing of the request. In addition, Tenant shall pay to Landlord any legal fees and expenses incurred by Landlord in connection with the proposed assignment or sublet, to the extent such amounts exceed \$ 1,000.00. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. No sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

#### **EVENTS OF DEFAULT**

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay when due the rental or any other monetary obligation as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any non-monetary obligation imposed upon Tenant under this Lease within thirty (30) days after written notice of such breach; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred and such proceeding is not dismissed within sixty (60) days of the filing thereof; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### **REMEDIES UPON DEFAULT**

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained

by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default and expressly shall have no duty to mitigate Tenant's damages. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof. Tenant acknowledges and understands that Landlord's acceptance of partial rental will not waive Tenant's breach of this Lease or limit Landlord's rights against Tenant hereunder or Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rental.

#### **EXTERIOR SIGNS**

21. Tenant shall place no signs upon the outside walls, doors or roof of the Premises or anywhere on the Property, except with the express written consent of the Landlord in Landlord's sole discretion. Any consent given by Landlord shall expressly not be a representation of or warranty of any legal entitlement to signage at the Premises or on the Property. Any and all signs placed on the Premises or the Property by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

#### **LANDLORD'S ENTRY OF PREMISES**

22. Landlord may advertise the Premises "For Rent" 120 days before the termination of this Lease. Landlord may enter the Premises upon prior notice at reasonable hours to exhibit same to prospective purchasers or tenants, to make repairs required of Landlord under the terms hereof, for reasonable business purposes and otherwise as may be agreed by Landlord and Tenant. Landlord may enter the Premises at any time without prior notice, in the event of an emergency or to make emergency repairs to the Premises. Upon request of Landlord, Tenant shall provide Landlord with a functioning key to the Premises and shall replace such key if the locks to the Premises are changed.

#### **QUIET ENJOYMENT**

23. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, subject to the terms hereof.

#### **HOLDING OVER**

24. If Tenant remains in possession of the Premises after expiration of the term hereof, Tenant shall be a tenant at sufferance and there shall be no renewal of this Lease by operation of law. In such event, commencing on the date following the date of expiration of the term, the monthly rental payable under Section 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be twice the monthly rental otherwise payable under Section 3 above.

#### **ENVIRONMENTAL LAWS**

25. (a) Tenant covenants that with respect to any Hazardous Materials (as defined below) it will comply with any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises or the Property or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, any other legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing (collectively, all such matters being "Hazardous Materials Requirements"). Tenant shall remove from the Premises, all Hazardous Materials that were placed on the Premises by Tenant or Tenant's employees, agents, invitees or contractors, either after their use by Tenant or upon the expiration or earlier termination of this Lease, in compliance with all Hazardous Materials Requirements.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any Hazardous Materials Requirements by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(c) Tenant hereby indemnifies and holds harmless Landlord, its successors and assigns from and against any and all losses, liabilities, damages, injuries, penalties, fines, costs, expenses and claims of any and every kind whatsoever (including attorney's fees and costs) paid, incurred or suffered by, or asserted against Landlord as a result of any claim, demand or judicial or administrative action by any person or entity (including governmental or private entities) for, with respect to, or as a direct or indirect result of, the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from the Premises or the Property of any Hazardous Materials caused by Tenant or Tenant's employees, agents, invitees or contractors. This indemnity shall also apply to any

release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises or the Property by Tenant, its agents, employees, invitees or successors in interest. Tenant's obligation to indemnify Landlord is limited to the extent provided for such under North Carolina law.

(d) For purposes of this Lease, "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is defined as a hazardous substance, hazardous material or waste, or toxic substance pursuant to any Hazardous Materials Requirements, (ii) is regulated, controlled or governed by any Hazardous Materials Requirements, (iii) is petroleum or a petroleum product, or (iv) is asbestos, formaldehyde, a radioactive material, drug, bacteria, virus, or other injurious or potentially injurious material (by itself or in combination with other materials).

(e) The warranties and indemnities contained in this Section 25 shall survive the termination of this Lease.

#### **SUBORDINATION; ATTORNMENT; ESTOPPEL**

26. (a) This Lease and all of Tenant's rights hereunder are and shall be subject and subordinate to all currently existing and future mortgages affecting the Premises. Within ten (10) days after the receipt of a written request from Landlord or any Landlord mortgagee, Tenant shall confirm such subordination by executing and delivering Landlord and Landlord's mortgagee a recordable subordination agreement and such other documents as may be reasonably requested, in form and content satisfactory to Landlord and Landlord's mortgagee. Provided, however, as a condition to Tenant's obligation to execute and deliver any such subordination agreement, the applicable mortgagee must agree that mortgagee shall not unilaterally, materially alter this Lease and this Lease shall not be divested by foreclosure or other default proceedings thereunder so long as Tenant shall not be in default under the terms of this Lease beyond any applicable cure period set forth herein. Tenant acknowledges that any Landlord mortgagee has the right to subordinate at any time its interest in this Lease and the leasehold estate to that of Tenant, without Tenant's consent.

(b) If Landlord sells, transfers, or conveys its interest in the Premises or this Lease, or if the same is foreclosed judicially or nonjudicially, or otherwise acquired, by a Landlord mortgagee, upon the request of Landlord or Landlord's successor, Tenant shall attorn to said successor, provided said successor accepts the Premises subject to this Lease. Tenant shall, upon the request of Landlord or Landlord's successor, execute an attornment agreement confirming the same, in form and substance acceptable to Landlord or Landlord's successor and Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, transfer or conveyance; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, transfer or conveyance. Such agreement shall provide, among other things, that said successor shall not be bound by (a) any prepayment of more than one (1) month's rental (except the Security Deposit) or (b) any material amendment of this Lease made after the later of the Lease Commencement Date or the date that such successor's lien or interest first arose, unless said successor shall have consented to such amendment.

(c) Within ten (10) days after request from Landlord, Tenant shall execute and deliver to Landlord an estoppel certificate (to be prepared by Landlord and delivered to Tenant) with appropriate facts then in existence concerning the status of this Lease and Tenant's occupancy, and with any exceptions thereto noted in writing by Tenant. Tenant's failure to execute and deliver the Estoppel Certificate within said ten (10) day period shall be deemed to make conclusive and binding upon Tenant in favor of Landlord and any potential mortgagee or transferee the statements contained in such estoppel certificate without exception.

#### **ABANDONMENT**

27. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the Premises or be dispossessed by process of law, any personal property belonging to Tenant and left on the Premises, at the option of Landlord, shall be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

#### **NOTICES**

28. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, [REDACTED]

Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Section 3 hereof. All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

#### **BROKERS**

29. Except as expressly provided herein, Tenant and Landlord agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the lease of the Property to Tenant. Tenant and Landlord represent and warrant to each other that: (i) except as to the brokers designated below ("Brokers"), they have not employed nor engaged any brokers, consultants or real estate agents to be involved in

this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Tenant and/or the Landlord.

**BROWN INVESTMENT PROPERTIES** ("Listing Agency"),  
**Cindy Rosasco** ("Listing Agent" - License # **228063**)  
Acting as: ☒ Landlord's Agent; ☐ Dual Agent  
and **BROWN INVESTMENT PROPERTIES** ("Leasing Agency"),  
**Cindy Rosasco** ("Leasing Agent" - License # **228063**)  
Acting as: ☐ Tenant's Agent; ☒ Landlord's (Sub)Agent; ☐ Dual Agent

#### GENERAL TERMS

30. (a) "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Section 3, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

(b) No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

(c) **Time is of the essence in this Lease.**

(d) This Lease may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Lease may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Lease constitutes the sole and entire agreement among the parties hereto and no modification of this Lease shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Lease shall not affect the validity of any other provisions hereof and this Lease shall be construed and enforced as if such invalid provisions were not included.

(e) Each signatory to this Lease represents and warrants that he or she has full authority to sign this Lease and such instruments as may be necessary to effectuate any transaction contemplated by this Lease on behalf of the party for whom he or she signs and that his or her signature binds such party. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Lease are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Lease.

(f) Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (memorandum of lease) in recordable form, setting forth such provisions hereof (other than the amount of annual rental and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

(g) If legal proceedings are instituted to enforce any provision of this Lease, ~~the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.~~ the Lease shall be governed and will be construed in accordance with the laws of the State of North Carolina. Landlord and Tenant agree that **SPECIAL STIPULATIONS** exclusive venue for all actions relating in any manner to this Agreement will be in the General Court of Justice in Wayne County, North Carolina.

**Note: Under North Carolina law, real estate agents are not permitted to draft lease provisions**

☒ If this box is checked, additional terms of this Lease are set forth on **Exhibit C** attached hereto and incorporated herein by reference.

☐ If this box is checked, improvements to the Premises to be provided by Landlord are set forth on **Exhibit D** attached hereto and incorporated herein by reference.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Lease to be duly executed.

**LANDLORD:**

**Individual**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Business Entity**

\_\_\_\_\_  
**Woodmont Goldsboro, LLC**  
(Name of Firm)

By: \_\_\_\_\_

**Tice Brown**

Title: **Managing Member**

Date: \_\_\_\_\_

**TENANT:**

**Individual**

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**Business Entity**

\_\_\_\_\_  
**Wayne County**  
(Name of Firm)

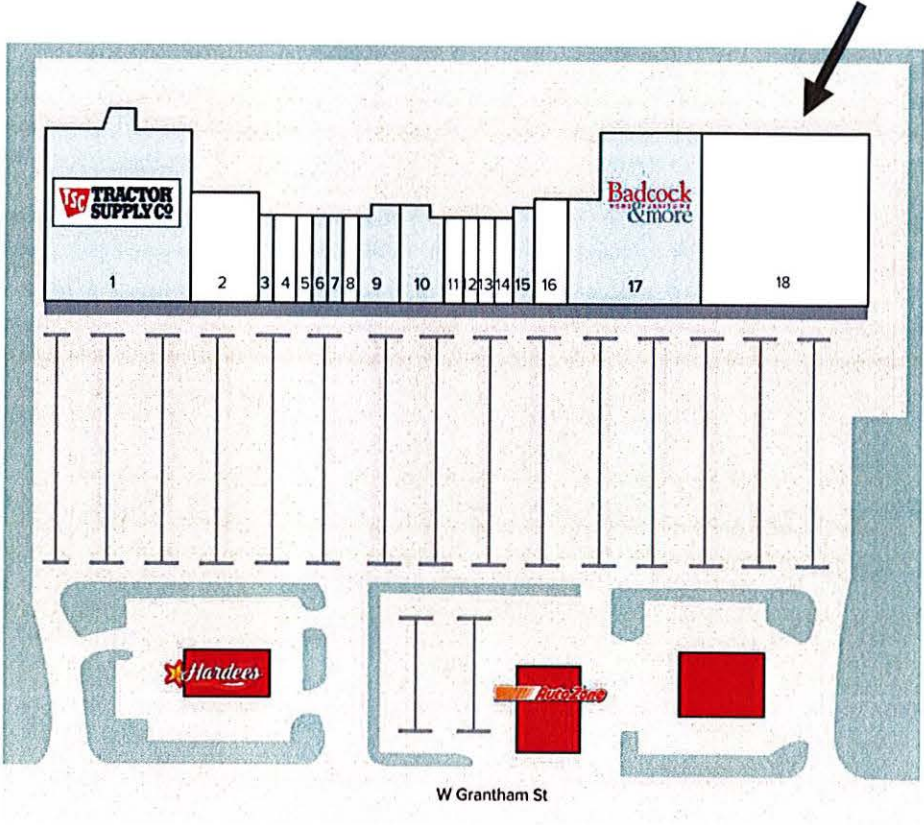
By: \_\_\_\_\_

**Craig Honeycutt**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A





- Streets**
- Local Roads
  - Interstate
  - US Routes
  - NC Routes
- Railroads**
- SJAFB Runway**
- Public Airports**
- Parcels**
- Previous Lot Lines
  - Lot-Line
  - Parcel-Hook
- City and Town**
- Extra Territorial Jurisdiction**
- County Borders**
- SJAFB Boundary**
- Surrounding Centerlines**
- Local Roads
  - Interstate
  - US Highway
  - NC Highway
- Regulated Ditches and Streams**
- Rivers and Lakes**

## Exhibit B

|                                   |                                    |                                    |
|-----------------------------------|------------------------------------|------------------------------------|
| <b><u>OBJECTID</u></b>            | <b><u>PIN</u></b>                  | <b><u>Owner Name</u></b>           |
| 33531                             | 2690228003                         | WOODMONT GOLDSBORO LLC             |
| <b><u>Co-Owner Name</u></b>       | <b><u>Owner Address 1</u></b>      | <b><u>Owner Address 2</u></b>      |
|                                   | 194 E 2ND ST #4D                   |                                    |
| <b><u>Owner Address 3</u></b>     | <b><u>Owner City</u></b>           | <b><u>Owner State</u></b>          |
|                                   | NEW YORK                           | NY                                 |
| <b><u>Owner Zip</u></b>           | <b><u>Unit or Apt</u></b>          | <b><u>Deed Date</u></b>            |
| 10009-7756                        |                                    | 8/23/2019 12:00:00 AM              |
| <b><u>REID</u></b>                | <b><u>Deed Book</u></b>            | <b><u>Deed Page</u></b>            |
| 0048458                           | 3460                               | 278                                |
| <b><u>Sale Month</u></b>          | <b><u>Sale Year</u></b>            | <b><u>Sale Price</u></b>           |
| 8                                 | 2019                               | 2050000                            |
| <b><u>Previous Deed Book</u></b>  | <b><u>Previous Deed Page</u></b>   | <b><u>Previous Sale Month</u></b>  |
| 03395                             | 0547                               | 9                                  |
| <b><u>Previous Sales Year</u></b> | <b><u>Previous Sale Price</u></b>  | <b><u>Property Use</u></b>         |
| 2018                              | 2340000                            | 16 - SHOPPING CNETER STRIP         |
| <b><u>Record Source</u></b>       | <b><u>Property Address</u></b>     | <b><u>Legal Description</u></b>    |
| Owner                             | GRANTHAM ST                        | W GRANTHAM ST                      |
| <b><u>Acres</u></b>               | <b><u>Neighborhood</u></b>         | <b><u>Account Number</u></b>       |
| 15.27                             | 01801                              | 75343749                           |
| <b><u>Township Code</u></b>       | <b><u>Building Value</u></b>       | <b><u>Outbuilding Value</u></b>    |
| 12                                | 1466230                            | 180710                             |
| <b><u>Land Value</u></b>          | <b><u>Total Market Value</u></b>   | <b><u>Total Assessed Value</u></b> |
| 1374300                           | 3021240                            | 3021240                            |
| <b><u>Vacant Or Improved</u></b>  | <b><u>Vacant or Improved 2</u></b> |                                    |
| I                                 | I                                  |                                    |

Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

## EXHIBIT C

### RULES AND REGULATIONS

The Landlord adopts the following rules and regulations, which the Tenant agrees to comply with and observe as follows:

- (1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.
- (3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the time and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's costs. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.
- (4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing, such consent not to be reasonably withheld. No aerial shall be erected on the roof or exterior walls of the Leased Premises or on the grounds, without in each instance, the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, phonographs, radios, or other devices shall be used in a manner as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
- (6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (7) The exterior areas immediately adjoining the Leased Premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (8) Tenant and Tenant's employees shall park their cars only in those parking areas designated for that purpose by Landlord. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's car or cars, and cars of Tenant's employees, within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such change occurs.
- (9) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant who shall, or whose employees, agents or invitees shall, have caused it.
- (10) Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.
- (11) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within one mile of the outside property lines of the Shopping Center.
- (12) Tenant shall not make noises, cause disturbances, or create odors, which may be offensive to other Tenants of the Shopping Center or their offices, employees, agents, servants, customers or invitees.
- (13) Tenant shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant in the building in which the Leased Premises may be located, or in the Shopping Center, or which may disturb the quiet enjoyment of any person within five hundred (500) feet of the boundaries of the Shopping Center.
- (14) Tenant shall, at Tenant's sole costs and expense, comply with all the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force, and all regulations, orders and other requirements issued or made pursuant to any such ordinances and statutes.

## **TENANT SIGN CRITERIA**

The Following sign criteria have been established to govern the design, fabrication, and installation of tenant signs and are intended to afford all tenants with good visual identification, both day and night, and to protect against poorly designed and badly proportioned signage.

The sign standards have been selected to harmonize with and compliment the building materials and will assist in creating the proper atmosphere for the center.

Please inform your sign fabricator that he must submit two copies of his detailed, scaled sign drawings to the office of the landlord.

It is the landlord's desire to assure an attractive sign program for the shopping center that will enhance the overall advertising value for everyone. The following sign specifications have been selected by the Landlord after careful study with the project architect of the building colors and construction details. Variations from the following specifications may be permitted, but sign shop drawings and designs must be approved in writing by the Landlord prior to fabrication of the sign. Otherwise, the tenant will be held liable and shall bear all costs for removal and/or correction of signs, sign installation, and damage to the building by sign installations that do not conform to the following specifications.

### **SPECIFICATIONS**

1. All signs are to be in the form of individual face channel letters, illuminated with neon tubing with plastic letter faces.
2. Letter height: Sixteen (16") or twenty (20") inches. Larger or smaller letters must be approved by Landlord.
3. Letter spread: Not to exceed length of 75% of storefront. (Example: A storefront measuring 40' can have a sign length not to exceed 30'.) (Subject to municipal sign code.)
4. Letter Style: Flexible, per Landlord's approval.
5. Letter Colors: Color Flexible, per Landlord's approval.
6. Letter depth: Returns - 5".
7. Materials of construction: [This is a guide specification. Actual sign construction specification is flexible; however, variations from this specification are subject to Landlord approval.]
  - a. Metal - Portions of letters to be fabricated from .063 aluminum and to be of heliarc-welded construction. Interior of letters to receive a white polane finish; exterior of letters to have a sprayed polane finishes. (Color as approved.)
  - b. Plastic letter face shall be 3/16" thick to equal to Roman Haas Plexiglas.
  - c. 1" wrapped-around Jewelite trim to match return of channel.

- d. Neon tubing to be 13 mm double tubing, powered by 30 M.A. transformers.
- e. All wire behind wall stand-offs; all transformers enclosed in metal containers provided by sign company.
- f. No exposed electrical conduits or cross-overs between letters on fascia of building.

8. Emblems or Logos: May be used in conjunction with the sign letters upon prior written consent of Landlord. Such emblems or logos are not to be box signs, but in a contour to form a specific shape. Construction and materials should conform to aforementioned specification.

9. Placement: Sign shall be installed on a raceway. Letters shall center on ban vertically and left and right on lease frontage. In no case should letters and/or logos protrude above or below the building fascia or to the left or right of the building fascia.

10. Quantity of Signs: One sign per tenant storefront.

11. Secondary Signs:

- a. No secondary exterior signs are to be placed on building wall elevations. Landlord will allow letters not to exceed 5" to be placed on the rear door for identification purposes.
- b. No sandwich or easel/portable signs are allowed without prior Landlord approval.
- c. No window signs are permitted, without express approval of the Landlord.
- d. Standard address numerals for postal identification of premises will be permitted. Numeral height shall not exceed 5"

AS PREVIOUSLY STATED, SCALED DRAWINGS IN DUPLICATION, INDICATING ALL COPY, MATERIALS OR CONSTRUCTION, LETTER STYLE, AND COLORS ARE TO BE SUBMITTED TO THE LANDLORD FOR APPROVAL PRIOR TO FABRICATION. ALL APPLICABLE GOVERNMENTAL APPROVALS AND PERMITS BUT BE OBTAINED BY TENANT AT ITS SOLE COST AND EXPENSE.

\_\_\_\_\_Tenant's Initials \_\_\_\_\_Landlord's Initials