NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, October 5, 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; Barbara Aycock; Joe Daughtery; Bevan Foster; Chris Gurley and Antonio Williams.

Members absent: None

Briefing Session

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

The briefing began at 8:00 a.m. with Assistant County Manager Chip Crumpler reviewing the agenda. He added the following:

- Industry Appreciation Month Proclamation under Special Presentations.
- Resolution #2021-35: Resolution Authorizing Health Department Recruitment and Retention Incentive Pay.

Assistant Finance Director Angie Boswell reviewed the Budget Amendments and answered questions from the board.

Staff Attorney Andrew Neal reviewed the surplus property sale.

Human Resources Director Ginger Moore reviewed Resolution #2021-32: A Resolution adopting the Fortieth Amendment to the Position Classification and Pay Plan for Wayne County, North Carolina.

Department of Social Services Director Kimberly McGuire reviewed her request for a Position Classification and Pay Plan Study for the Department of Social Services.

Staff Attorney Andrew Neal reviewed the lease agreement with the Wayne County Board of Education for the new Fremont Elementary School.

Human Resources Director Ginger Moore reviewed Resolution #2021-35: A Resolution authorizing Health Department Recruitment and Retention Incentive Pay, and the appropriate budget amendment. Dr. Brenda Weis explained the need for the incentive pay. Staff Attorney Andrew Neal explained the legal aspects of the resolution and meeting regulations. Deputy Health Director Steve Mohr explained the use of COVID-19 funding. Commissioner Bevan Foster questioned if the $5,000 bonus was enough, as he thought it would not solve the ongoing problem. Discussion amongst the Board, Mr. Moore, and Dr. Weis. Commissioner Antonio Williams recommended a pay study for the Health Department.

Discussion of Official Halloween Trick or Treat Night for 2021

Sheriff Larry M. Pierce discussed the official Trick or Treat designation for Halloween 2021. The City of Goldsboro is celebrating on the actual October 31, 2021 date, which is a Sunday. The Sheriff said nationally, many cities were celebrating on Friday. Clerk to the Board Carol Bowden reminded the Board and the Sheriff, the County has historically adopted the same schedule as the City to eliminate multiple days of Trick or Treating. Commissioner Antonio Williams objected to it being held on Sunday. Chairman George Wayne Aycock, Jr. stated the County would follow the City and recognize October 31, 2021 as the official night to go Trick or Treating.

Recess the Board of Commissioners Meeting

At 8:51 a.m., Chairman George Wayne Aycock, Jr. recessed the meeting of the Board of Commissioners.

Call to Order

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

Invocation

Commissioner Joe Daughtery gave the invocation.

Pledge of Allegiance

Commissioner Chris Gurley 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 September 8, 2021 and September 21, 2021.

Discussion/Adjustment of Agenda

Assistant County Manager Chip Crumpler made the following adjustments to the agenda:

- Industry Appreciation Month Proclamation under Special Presentations.
- Resolution #2021-35: Resolution Authorizing Health Department Recruitment and Retention Incentive Pay under the Consent Agenda.

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

Motion to Approve 2021 Breast Cancer Awareness Month Proclamation

Chairman George Wayne Aycock, Jr. read the proclamation, attached hereto as Attachment A.

Upon motion of Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the 2021 Breast Cancer Awareness Month Proclamation.

Motion to Approve 2021 Fire Prevention Month Proclamation

Mr. Bruce Kearney read the proclamation, attached hereto as Attachment B.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the 2021 Fire Prevention Month Proclamation.

Motion to Approve 2021 Industry Appreciation Month Proclamation

Wayne County Development Alliance's Julie Graham read the Industry Appreciation Month Proclamation, attached hereto as Attachment C.

Upon motion of Vice-Chairman Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2021 Industry Appreciation Month Proclamation.

9:19 A.M. Public Hearing to Receive Public Comments on the Requirements of the 2021 North Carolina Community Development Block Grant (CDBG) Program - Neighborhood Revitalization Grant Category.

Administrator David Harris explained the North Carolina Community Development Block Grant (CDBG) Program in the Neighborhood Revitalization Grant category to be used for 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, attached hereto as Attachment D.

As no one presented themselves for comment, the Public Hearing was closed at 9:29 a.m.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved adopting Resolution #2021-33: A Resolution authorizing the filing of an application for the 2021 Community Development Block Grant Funding for a Neighborhood Revitalization Project.

Discussion of Sewer Issues

Facilities Director Kendall Lee discussed facilities repairs and numbers, as well as additional planned repairs. He answered questions from the Board and Commissioner Barbara Aycock requested to attend an October 11th meeting with the City that Mr. Lee would attend.

Motion to Issue a Written Authorization to Moseley Architects to proceed with full design services for a new Detention Center on the property adjoining the Carey A. Winders Detention Facility, and appropriate budget amendment, contingent upon County Attorneys' approval.

Commissioner Joe Daughtery explained the process recently reviewed at a Facilities Committee meeting.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approve to issue written authorization to Moseley Architects to proceed with full design services for a new Detention Center on the property adjoin the Carey A. Winders Detention Facility, and the appropriate budget amendment, contingent upon County Attorneys' approval.

Discussion of Possible Construction Delivery Methods for Proposed Detention Center Facility

Commissioner Joe Daughtery explained the two preferred methods of Construction Manager at Risk (CMAR) and Bid/Design/Build with pre-qualifying factors. The Board discussed the options and the Facilities Committee is to make a decision and bring it to the Board.

Discussion of County Commissioners' legal ability to set days and times for the Office of the Register of Deeds

County Attorney E. B. Borden Parker reviewed the memo, attached hereto as Attachment E, regarding the legal ability set days and times for the office of the Register of Deeds. Commissioner Bevan Foster asked Mr. Parker if he spoke to someone at the School of Government regarding the interpretation of the general statute related to the Board of Commissioners having the authority to set days and times for the Office of the Register of Deeds. Mr. Parker stated he had at the time the original motion was approved by the previous Board of Commissioners. Commissioner Foster stated the hours had been the same at the ROD since the courthouse had been open and he discussed the emergency provision in the motion. He claims the issue is because it is the ROD office and wants to make certain the Board makes decisions not just based on who the ROD is currently. Mr. Parker explained the emergency provision was designed to handle weather events and natural disasters. Commissioner Foster said the Board should be careful how things are written to avoid legal action.

Commissioner Chris Gurley asked the orientation of certain wording.

Commissioner Antonio Williams asked about the change in the bond amount. Commissioner Bevan Foster asked with the bond amount was changed and Mr. Parker stated he was not certain of the date. Chairman George Wayne Aycock, Jr. asked who pays the bond fee and Mr. Parker stated it was the County. Commissioner Foster asked again for the date the bond was changed and asked for the motion to be tabled.

Commissioner Joe Daughtery stated everything is not as sinister as it is being made. He said it was brought to the Board's attention that the bond was only $10,000 and needed to be changed. Commissioner Foster again asked for the date the bond was changed. Chairman George Wayne Aycock, Jr. said other departments may need to be reviewed in regards to bond amounts.

Commissioner Chris Gurley asked what Commissioner Foster wanted tabled, as there was no motion on the floor. Commissioner Foster again asked to see the date the ROD's bond was changed.

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, with Commissioner Antonio Williams abstaining from voting:

1. Applications for Elderly or Disabled Exclusion.
2. Applications for Present Use Value.
3. Budget Amendments
   a. IT (Court) - #97
   b. Health Dept. - #99
   c. Health Dept. - #100
   d. GWTA - #103
   e. Health Dept. - #107
   f. Facilities - #111
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, attached hereto as Attachment F.
5. Motion to Approve the Wayne County 2022 Holiday Schedule, attached hereto as Attachment G.
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, attached hereto as Attachment H.
7. Motion to Approve a Position Classification and Pay Plan Study for the Department of Social Services, and the appropriate budget amendment, attached hereto as Attachment I.
8. Motion to Approve the Lease Agreement with the Wayne County Board of Education for the new Fremont Elementary School, attached hereto as Attachment J.
9. Motion to Adopt Resolution #2021-35: A Resolution Authorizing Health Department Recruitment and Retention Incentive Pay, attached hereto as Attachment K.

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

Assistant County Manager Chip Crumpler explained the lease, attached hereto as Attachment L.

Upon motion of Commissioner Joe Daughtery, the Board of Commissioners unanimously approved the one-year lease of the property located at 1320 W. Grantham Street, Goldsboro, North Carolina, for a COVID-19 vaccination site, and appropriate budget amendment.

Public Comments

No one presented themselves for public comments.

County Manager's Report

Assistant County Manager Chip Crumpler had no comment.

Board of Commissioners Committee Reports

Commissioner Joe Daughtery had no comment.

Commissioner Barbara Aycock thanked everyone for the calls, concerns, and prayers during her husband's illness. She said it helped her get through the trying time and meant a lot, especially as she lost her sister-in-law the same day as her husband's surgery. She said her husband is doing well. Commissioner Aycock said she was glad the County was focusing on sewer issues and believed savings would be seen as the progress moves along. She thanked and Facilities Director Kendall Lee and said she appreciates his work on the issue.

Commissioner Bevan Foster had no comment.

Commissioner Chris Gurley stated he and several others attended the Economic Development luncheon and said Wayne County should be proud of what is being accomplished. He said a lot of great announcements were coming and believed industry is attracted to eastern North Carolina. He said the current Wayne County Development Alliance team was doing a good job bringing in good jobs and he hoped this would entice future generations to stick around. He asked Wayne County citizens, male and female, to consider serving their community as volunteer fire fighters. He said the decline in volunteers in Wayne County and eastern North Carolina is affecting the departments. Commissioner Gurley also discussed the "move over" law on North Carolina highways when utility, DOT, and emergency vehicles are on the side of the road.

Commissioner Antonio Williams discussed the Mount Olive building moratorium and suggested taking the matter to the state legislature. He said that part of the community needed help and he recommended setting meetings with Mt. Olive and the working group for sewer issues.

Commissioner Freeman Hardison, Jr. agreed with Commissioner Williams on the Mt. Olive sewer issue. He said COVID-19 booster shots are available but citizens needed to check guidelines first. He stated COVID-19 is still here and even vaccinated people are getting it, though hospitalizations are finally going down. He reminded everyone the Wayne County Regional Agricultural Fair is going on and for everyone to go out and have fun.

Chairman George Wayne Aycock, Jr. agreed with Commissioner Chris Gurley on the volunteer fire department needs. He said he attended the Friends of Seymour event at Langley Air Force Base and stated it was trying times for all branches of the service. He thanked the Board for allowing him to read the Breast Cancer Proclamation and encouraged everyone to support the Wayne County Fair.

Adjournment

At 10:22 a.m., Commissioner George Wayne Aycock, Jr. adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden

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

Attachment A

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 5th day of October, 2021.

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

Attest:

Carol Bowden
Clerk to the Board

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

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 he 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.

George Wayne Aycock, Jr., Chairman

ATTEST:

Carol Bowden, Clerk

Attachment C

NORTH CAROLINA

WAYNE COUNTY

INDUSTRY APPRECIATION MONTH

WHEREAS, the Wayne County Board of Commissioners supports the endeavors of industry in Wayne County; and

WHEREAS, the Wayne County Development Alliance, Inc. hosts an industry celebration each year to thank the more than 75 major manufacturers, distributors, wholesalers, machine shops and other businesses in the county; and

WHEREAS, events planned to celebrate these industries include a golf tournament at Walnut Creek Country Club, an awards ceremony to name 'Industry of the Year'; and

WHEREAS, representatives from local businesses and industries, and guests who will include officials from the Economic Development allies, local and state elected officials, and community leaders will attend these events; and

WHEREAS, October is recognized as manufacturing month, this is an annual tradition, giving the community a chance to pause and thank our local industries for all they do for Wayne County.

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

INDUSTRY APPRECIATION MONTH

in Wayne County.

Adopted this the 5th day of October, 2021.

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

Attest:

Carol Bowden
Clerk to the Board

Attachment D

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)

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.[68] 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.[69] 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

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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 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 dela 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.

EQUAL HOUSING OPPORTUNITY

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

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.

<u>400 & 402 Miller Ave., Goldsboro (PINs: 2599459295 & 2599459159)</u>
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.

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 boy, execute the instruments necessary to convey the property to Bogan Properties LLC.

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

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

ATTEST:

Carol Bowden, Clerk to the Board

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

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.

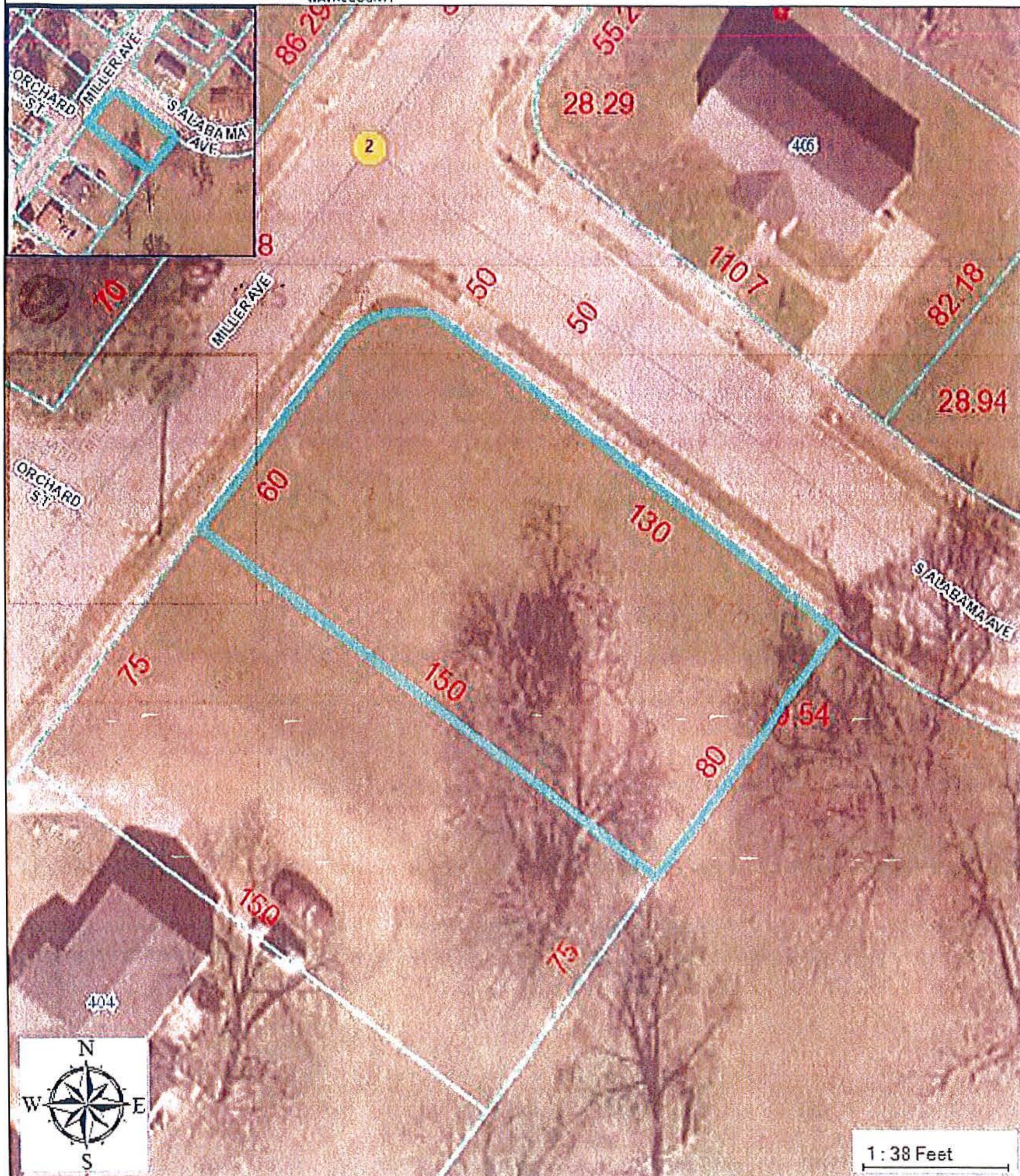
A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying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

Attachment F Page 5

Wayne
Printed April 12, 2021
See Below for Disclaimer



CITY OF GOLDSBORO WAYNE COUNTY
400 MILLER AVE
75254500

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

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)
Reval Year: 2019 Tax Year: 2021 LT 123 WEST CENTRAL
Appraised by 60 on 01601 BYPASS WEST

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
BUILDING ADJUSTMENTS
TOTAL ADJUSTMENT FACTOR
TOTAL QUALITY INDEX

USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	% GOOD
01	00							

TYPE: SINGLE FAMILY RESIDENTIAL
STORIES:

CREDENCE TO

DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	0
MARKET LAND VALUE - CARD	5,630
TOTAL MARKET VALUE - CARD	5,630
TOTAL APPRAISED VALUE - CARD	5,630
TOTAL APPRAISED VALUE - PARCEL	5,630
TOTAL PRESENT USE VALUE - PARCEL	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL	5,630

PRIOR

BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	5,630
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	5,630

PERMIT

CODE	DATE	NOTE	NUMBER	AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
03446	0519	6	2019	WD	C	V	0
01279	0733	4	1989	WD	U	I	5500
01235	0393	4	1989	WD	U	I	0
01192	0307	3	1988	WD	U	I	0

HEATED AREA

NOTES

FROM EXEMPT TO TAXABLE FOR 1988

SUBAREA TYPE	GS AREA	%	RPL CS
FIREPLACE			
SUBAREA TOTALS			

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
TOTAL OB/XF VALUE																0

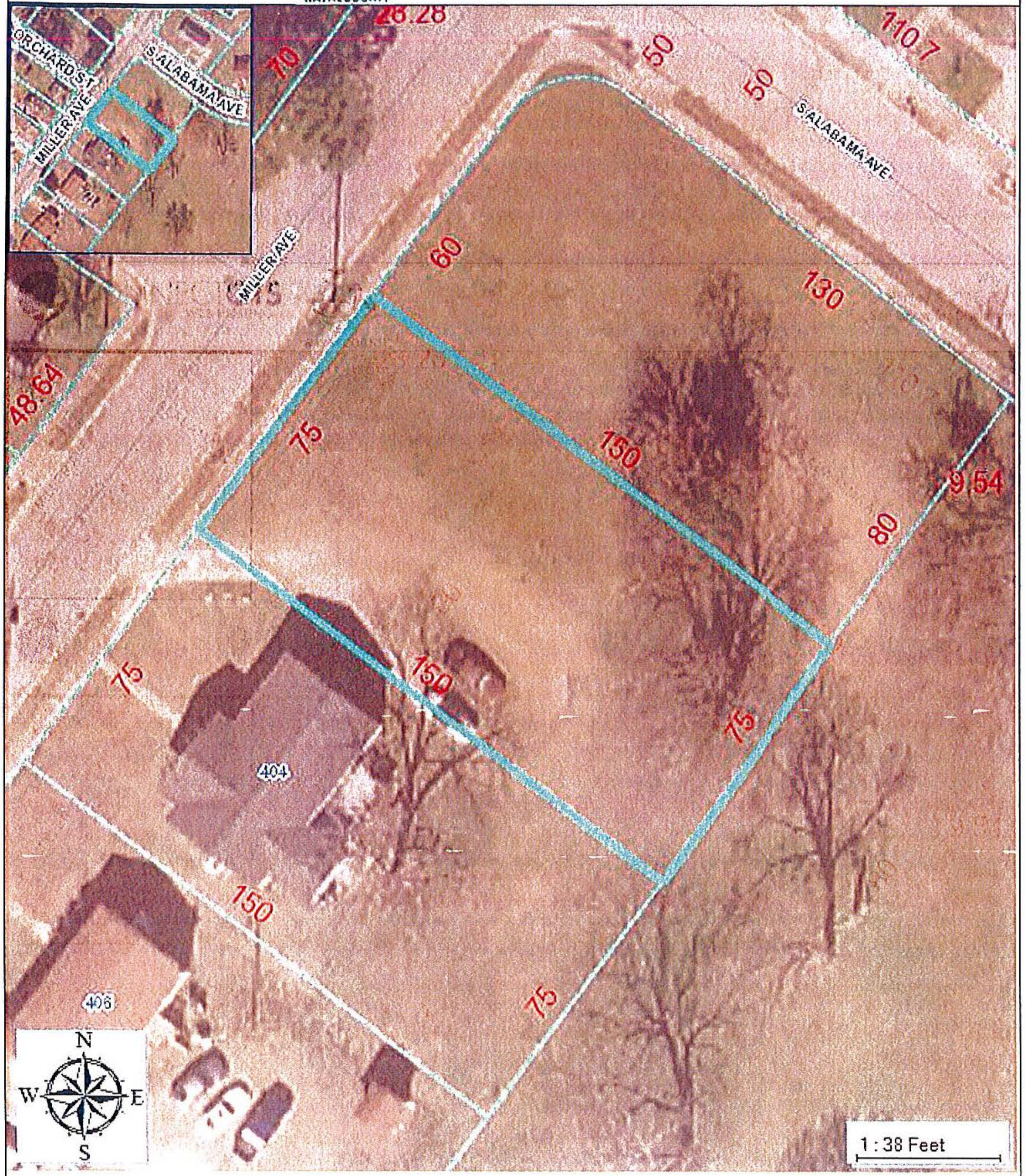
BUILDING DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	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 ADJST	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																

Attachment F Page 7

Wayne
Printed April 12, 2021
See Below for Disclaimer



WAYNE COUNTY Attachment F Page 8 4/12/2021 8:58:31 AM

CITY OF GOLDSBORO WAYNE COUNTY
402 MILLER AVE
75254500

Reval Year: 2019 Tax Year: 2021 CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)
LT 122 WEST CENTRAL RED
Appraised by 60 on 01601 BYPASS WEST

Return/Appeal Notes: 2599459159
UNIQ ID 46397
ID NO: 12000097003021
CARD NO. 1 of 1
1.000 LT SRC=
TW-12 C-01 EX-2 AT- LAST ACTION 20190702

CONSTRUCTION DETAIL | **MARKET VALUE** | **DEPRECIATION**

TOTAL POINT VALUE
BUILDING ADJUSTMENTS

USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB	% GOOD
01	00							

TOTAL ADJUSTMENT FACTOR
TOTAL QUALITY INDEX

TYPE: SINGLE FAMILY RESIDENTIAL
STORIES:

CORRELATION OF VALUE

CREDENCE TO

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TOTAL PRESENT USE VALUE - PARCEL	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL	5,630

PRIOR

BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	5,630
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	5,630

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CODE	DATE	NOTE	NUMBER	AMOUNT

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HEATED AREA

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FROM EXEMPT TO TAXABLE
FOR 1988

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SUBAREA TOTALS			

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TOTAL OB/XF VALUE																0

BUILDING DIMENSIONS

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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 ADJST	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																

Memorandum

To: Wayne County Board of Commissioners

From: Craig Honeycutt, County Manager

Date: 9/13/2021

Re: Holiday Schedule – 10/05/2021 Meeting

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.

WAYNECOUNTY
NORTH CAROLINA

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

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:

	Previous Classification Grade	New Classification Grade	Effective Date
LIBRARY			
Circulation Department Head	71	**REMOVE**	OCT 5, 2021
Manager Library Experiences	**72**	**NEW POSITION**	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

GRADE	MINIMUM	MIDPOINT	MAXIMUM	STATUS	JOB TITLE
52	$16,876	$21,287	$26,585		SENIOR CENTER WORKER
					4-H AFTERSCHOOL COORDINATOR
54	$18,793	$23,470	$29,309		COMM HEALTH ASST BF COUNSELOR
					HOUSEKEEPING ASSISTANT
					TRANSPORTATION COORDINATOR
55	$19,732	$24,642	$30,775		
56	$20,719	$25,875	$32,314		RECEPTIONIST
					SITE MAINTENANCE/ATTENDANT
57	$21,754	$27,168	$33,929		MAIL DEPOSIT SERVICES COORDIN
					OFFICE ASST III/INTERPRETER
					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
					ADMINISTRATIVE ASSISTANT
					ANIMAL SHELTER ATTENDANT
					DENTAL ASSISTANT
					GROUNDSKEEPER
					INCOME MAINTENANCE TECHNICIAN
					LIBRARY ASSISTANT
					MEDICAL RECORDS ASSISTANT IV
					OFFICE ASSISTANT IV
					PATIENT RELATIONS REPRESENT IV
					PROCESSING ASSISTANT IV
					PROCESSING UNIT SUPERVISOR IV
					PRODUCTION TECHNICIAN
					SECRETARY IV

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

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

					DETENTION - SERGEANT
				E/A	DEPUTY OPERATIONS MANAGER
				E/A	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
					GROUNDS SUPERVISOR -ORC
					IT SUPPORT SPECIALIST
					NUTRITIONIST III/REG DIETITIAN
					911 DATABASE MANAGER
					911 TRAINING/QA MANAGER
					PUBLIC HEALTH NURSE I
					RN SUPERVISOR
					SOCIAL WORK SUPERVISOR II
71	$43,071	$53,792	$67,179		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 ASSITANT IV
				E/E	SENIOR CITIZENS PROGRAM DIR
					SOCIAL WORKER IAT
					SUPERVISOR
72	$45,226	$56,482	$70,537		ACCT SPEC II/FIN REPORT/GRANT
				E/E	ASST TO CO MGR/CLK TO BOARD
					ASST. PAYROLL ADMINISTRATOR
					BUILDING CODE SUPERVISOR
					FIN REPORTING/ACCT SPEC II
					IT ASSOCIATE SYSTEMS ADMIN
					JAIL NAVIGATOR
				E/A	LIBRARY REFERENCE DEPT HEAD
					LICENSED PRACTICAL NURSE
				E/A	**MANAGER LIBRARY EXPERIENCES**
				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
	Grade 73 (cont.)				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

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

WAYNECOUNTY
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.

SALARY STUDY

WAYNECOUNTY
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

MS. KIMBERLY MCGUIRE, DIRECTOR

WAYNE COUNTY DEPARTMENT OF SOCIAL SERVICES

PERSONNEL REPORT

October 5, 2021

Month/Year	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Total # of Active Positions	214	214	214	214	214	214	214	214	214
Percentage of Vacancies	9.81%	10.28%	9.81%	12.15%	14.49%	15.89%	17.29%	19.63%	19.63%

Breakdown of Vacancies	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21
Administration	2	2	2	2	2	2	2	3	3
Child Support	4	5	5	6	7	8	10	11	11
Social Work	9	6	5	8	11	12	14	14	14
Income Maintenance	6	9	9	10	11	12	11	14	14
Total	21	22	21	26	31	34	37	42	42

2021 Retirements	Hire Date
Social Work Supervisor III - Family and Children's Services - Effective March 31, 2021	9/1/1995
Social Work Supervisor III - Family and Children's Services - Effective June 30, 2021	11/29/1999
Income Maintenance Administrator II - Economic Services - Effective July 31, 2021	4/15/2013
Social Worker IAT - Family and Children's Services - Effective September 30, 2021	6/18/2012

Upcoming Retirements	Hire Date
Income Maintenance Caseworker II - Food and Nutrition - Economic Services - Effective December 8, 2021	3/4/2013
Income Maintenance Caseworker III - Quality Assurance - Economic Services - Effective December 31, 2021	12/1/1994
Child Support Agent II - Child Support - Effective December 31, 2021	11/21/2000
Social Worker III - LINKS Foster Care - Family and Children's Services - Effective December 31, 2021	6/14/2004
Social Work Supervisor III - QA, Intake, Services Support - Family and Children's Services - Effective December 31, 2021	5/9/2011

WAYNE COUNTY DEPARTMENT OF SOCIAL SERVICES

Pay Grade, Starting Salary, Salary Range

Effective July 1, 2021 Includes 3% COLA Increase

				Salary Range		
	TITLE	Grade	Starting Salary	Minimum	Midpoint	Maximum
	ADMINISTRATIVE					
Wayne	**Office Assistant III**	57	$23,984	$21,754	$27,168	$33,929
Sampson						
Johnston						
Wayne	**Processing Assistant III**	57	$23,984	$21,754	$27,168	$33,929
Sampson						
Johnston		13	$28,185	$29,594		$43,682
Wayne	**Office Assistant IV**	59	$26,442	$23,984	$29,953	$37,407
Sampson						
Johnston						
Wayne	**Processing Assistant IV**	59	$26,442	$23,984	$29,953	$37,407
Sampson						
Johnston		14	$29,456	$30,928		$45,652
Wayne	**Public Information Assistant IV**	59	$26,442	$23,984	$29,953	$37,407
Sampson						
Johnston						
Wayne	**Accounting Clerk IV**	59	$26,442	$23,984	$29,953	$37,407
Sampson		61	$27,120	$28,548		$44,256
Johnston						
Wayne	**Accounting Technician II**	61	$29,153	$26,442	$33,024	$41,242
Sampson						
Johnston		19	$36,706	$38,541		$56,888
Wayne	**Processing Assistant V**	61	$29,153	$26,442	$33,024	$41,242
Sampson						
Johnston		17	$33,615	$35,295		$52,094
Wayne	**Administrative Assistant I**	63	$32,141	$29,153	$36,408	$45,469
Sampson						
Johnston		19	$36,706	$38,541		$56,888
Wayne	**Foreign Language Interpreter II**	63	$32,141	$29,153	$36,408	$45,469
Sampson		65	$32,952	$34,704		$53,772
Johnston		18	$35,123	$36,880		$54,439
Wayne	**Personnel Technician III**	68	$41,021	$37,207	$46,467	$58,031
Sampson		70	$42,060	$44,292		$68,628
Johnston		24	$45,742	$48,029		$70,891
Wayne	**DSS IT Support Liaison**	69	$43,071	$39,067	$48,790	$60,932
Sampson						
Johnston						
Wayne	**County Social Services Business Officer I**	73	$52,354	$47,487	$59,305	$74,064
Sampson		74	$51,144	$53,820		$83,424
Johnston						
Wayne	**County Social Services Director**	85		$85,280	$106,503	$133,008
Sampson		84	$83,292	$87,672		$135,888
Johnston		40	$92,504	$97,130		$164,869

	TITLE	Grade	Starting Salary	Salary Range Minimum	Midpoint	Maximum
	INCOME MAINTENANCE					
Wayne	**Income Maintenance Technician**	59	$26,442	$23,984	$29,953	$37,407
Sampson						
Johnston		15	$30,781	$32,320		$47,704
Wayne	**Income Maintenance Caseworker I**	61	$29,153	$26,442	$33,024	$41,242
Sampson						
Johnston		17	$33,615	$35,295		$52,094
Wayne	**Income Maintenance Caseworker II**	63	$36,261	$29,153	$36,408	$45,469
Sampson		65	$32,952	$34,704		$53,772
Johnston		19	$36,706	$38,541		$56,888
Wayne	**Income Maintenance Caseworker III**	65	$39,655	$32,141	$40,140	$50,129
Sampson		67	$36,348	$38,256		$59,268
Johnston		21	$40,081	$42,085		$62,125
Wayne	**Income Maintenance Supervisor II**	67	$39,067	$35,436	$44,255	$55,268
Sampson		69	$40,056	$42,168		$65,364
Johnston		23	$43,770	$45,959		$67,837
Wayne	**Income Maintenance Supervisor III**	69	$43,071	$39,067	$48,790	$60,932
Sampson						
Johnston		30	$59,566	$62,544		$106,164
Wayne	**Income Maintenance Administrator II**	74	$54,973	$49,862	$62,271	$77,768
Sampson	Income Maintenance Administrator I	74	$51,144	$53,820		$83,424
Johnston		31	$62,248	$65,360		$110,945

	INVESTIGATIONS					
Wayne	Income Maintenance Investigator II	65	$39,655	$32,141	$40,140	$50,129
Sampson		65	$32,952	$34,704		$53,772
Johnston		21	$40,081	$42,085		$62,125

Wayne County Notes:

* IMC II starting salary adjusted to $35,205.00 eff. 07-01-2020 (above reflects 3% COLA eff. 07-01-2021)
IMC III starting salary adjusted to $38,500.00 eff. 07-01-2020 (above reflects 3% COLA eff. 07-01-2021)

** IMI II starting salary adjusted to $38,500.00 eff. 05-01-2021 (above reflects 3% COLA eff. 07-01-2021)

				Salary Range		
	TITLE	Grade	Starting Salary	Minimum	Midpoint	Maximum
	SOCIAL WORK					
Wayne	Social Work Trainee	62	$30,611	$27,765	$34,674	$43,304
Sampson						
Johnston						
Wayne	Social Work I	63	$32,141	$29,153	$36,408	$45,469
Sampson		67 *	$38,160	$40,164		$59,268
Johnston		19	$36,706	$38,541		$56,888
Wayne	Social Work II	67	$39,067	$35,436	$44,255	$55,268
Sampson		69 *	$42,060	$44,280		$65,364
Johnston		23	$43,770	$45,959		$67,837
Wayne	Paralegal I	67	$39,067	$35,436	$44,255	$55,268
Sampson		69	$40,056	$42,168		$65,364
Johnston						
Wayne	Social Work III	69	$43,071	$39,067	$48,790	$60,932
Sampson		71 *	$46,380	$48,828		$72,060
Johnston		25	$47,800	$50,190		$85,196
Wayne	Social Worker Investigative, Assessment & Treatment	71	$47,487	$43,071	$53,792	$67,179
Sampson		72 *	$48,684	$51,252		$75,672
Johnston		26	$49,951	$52,449		$89,026
Wayne	Social Work Supervisor III	73	$52,354	$47,487	$59,305	$74,064
Sampson		75 *	$56,376	$59,328		$87,600
Johnston		29	$57,001	$59,851		$101,595
Wayne	Social Work Program Manager	74	$54,973	$49,862	$62,271	$77,768
Sampson		76 *	$59,196	$62,280		$91,968
Johnston		30	$59,566	$62,544		$106,164
Wayne	Human Services Deputy Director	79	$70,161	$63,638	$79,475	$99,253
Sampson		79	$65,268	$68,712		$106,476
Johnston		33	$67,975	$71,374		$121,153

* Eff. 2/1/2020 Child Welfare SWs, SWS, and SWPM 7/1/2017 - 7/1/2021

Add for experience in position 1 yr - $450 2 yrs. = $550 3 yrs. = $650 4 yrs. = $750

	TITLE	Grade	Starting Salary	Salary Range Minimum	Midpoint	Maximum
	CHILD SUPPORT					
Wayne	Child Support Agent I	63	$32,141	$29,153	$36,408	$45,469
Sampson						
Johnston						
Wayne	Child Support Agent II	65	$35,436	$32,141	$40,140	$50,129
Sampson		67	$36,348	$38,256		$59,268
Johnston						
Wayne	Lead Child Support Agent II	66	$37,207	$33,748	$42,147	$52,636
Sampson		68	$38,136	$40,164		$62,256
Johnston						
Wayne	Child Support Supervisor I	67	$39,067	$35,436	$44,255	$55,268
Sampson		69	$40,056	$42,168		$65,364
Johnston						
Wayne	Child Support Supervisor II	68	$41,021	$37,207	$46,467	$58,031
Sampson		70	$42,060	$44,292		$68,628
Johnston						

Breakdown of Positions

Wayne

217	**Total**
	Breakdown
20	Administration
23	Child Support
72	Services
102	Economic Services

Sampson

152	**Total**
	Breakdown not available

Johnston

281	**Total**
	Breakdown
13	Administration
n/a	Child Support
91	Services
154	Economic Services
18	Clerical
5	Custodians

				Most recent Hire Date	Date Promoted to Lead	Original Hire Date	Prior date with the department
1	IMC III	$	39,654.96				
1	IMC III Lead	$	39,837.15	8/3/2015	8/12/2021		
2	IMC III Lead	$	39,837.15	6/23/2014	7/1/2017	11/12/2001 until 3/31/2008	
3	IMC III Lead	$	39,837.39	8/21/2006	8/1/2015		
4	IMC III Lead	$	39,837.39	12/29/1999	8/1/2016		
5	IMC III Lead	$	42,432.25	12/1/1994	1/10/2010	Bi-Lingual	

a	program integrity	**IMI II**	$ 39,655.00	11/22/2010	11/13/2017
b	program integrity	**IMI II**	$ 39,655.00	8/17/2009	11/13/2017
c	program integrity	**IMI II**	$ 39,655.00	8/3/2015	8/1/2018
d	supervisor	IMS II	$ 41,199.96	10/7/2013	4/1/2020
e	supervisor	IMS II	$ 41,595.23	12/1/1996	8/1/2015
f	supervisor	IMS II	$ 41,698.68	11/1/2008	4/8/2019

1	supervisor	SWS III	$ 52,615.90	4/15/2013	12/1/2018	
2	supervisor	SWS III	$ 53,010.93	4/1/2008	12/19/2017	12/1/96 - 12/1/00
3	supervisor	SWS III	$ 55,301.73	6/1/2008	11/1/2019	
4	supervisor	SWS III	$ 55,301.73	1/25/2011	8/1/2019	
5	supervisor	SWS III	$ 56,828.44	1/23/2006	3/7/2016	

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October 4, 2021

VIA HAND DELIVERY
Mr. Craig Honeycutt, County Manager
County Manager's Office
224 E. Walnut Street, #115
P.O. Box 227
Goldsboro, N.C. 27530

Re: New Fremont Elementary School – Special Warranty Deed and Lease Agreement

Dear Mr. Honeycutt:

At the request of Andrew Neal, the originals of the Special Warranty Dead and Lease Agreement with signatures from the Board of Education are being hand-delivered to your office today, October 4. These documents were approved at the Wayne County Board of Education meeting on September 30, 2021. I understand that they are on the County Commissioners' agenda for Tuesday, October 5.

I would appreciate your returning to me a fully executed copy of the Lease Agreement and a copy of the recorded Deed, once that is accomplished.

Thank you so much for your efforts in getting this to fruition.

Very truly yours,

Richard A. Schwartz

RAS/cjm
Enclosures

cc: Andrew Neal, County Attorney
Bordon Parker, County Attorney
Dr. David Lewis, Superintendent
Dr. Timmy Harrell, Assistant Superintendent
Mr. Chris West, Chairman, Wayne County Board of Education

Prepared By: Andrew J. Neal, Wayne County Staff Attorney, PO Box 227, Goldsboro, NC 27533
The attorney preparing this instrument has made no title examination of this property and expresses no opinion as to title unless contained in a separate written certificate.

NORTH CAROLINA

PARCEL ID: 3605251513

WAYNE COUNTY

THIS SPECIAL WARRANTY DEED, made and entered into this 30th day of September 2021, by and between the WAYNE COUNTY BOARD OF EDUCATION, a body politic and corporate, with a mailing address of 2001 E. Royall Avenue, Goldsboro, NC 27530, hereinafter referred to as "Grantor"; and COUNTY OF WAYNE, a body politic and corporate organized under the laws of the State of North Carolina, having a mailing address of P.O. Box 227, Goldsboro, NC 27533, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantor, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto the Grantee and Grantee's successors and assigns that certain tract or parcel of land lying and being in Great Swamp Township, Wayne County, North Carolina, and more particularly 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.

The above described property is subject to restrictions, easements and rights of way of record, if any.

The property described IS NOT the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid tract or parcel of land and all privileges and appurtenances thereunto belonging to the said Grantee, its successors and assigns in fee simple.

And the Grantor, for itself, its successors and assigns, covenants to and with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except as to such encumbrances as are set forth herein.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be duly executed by an appropriate official effective as of the day and year first above written.

WAYNE COUNTY BOARD OF EDUCATION

BY: Don Christopher West (SEAL)
Don Christopher West, Chairman

NORTH CAROLINA
COUNTY OF WAYNE

I, Cassie L. Parker, Notary Public of Wayne County and State aforesaid, do hereby certify that Don Christopher West, Chairman of the WAYNE COUNTY BOARD OF EDUCATION, personally came before me this day and acknowledged that he is the Chairman of the WAYNE COUNTY BOARD OF EDUCATION, and that he, as Chairman, being authorized to do so, executed the foregoing on behalf of the said Board of Education

Witness my hand and official seal, this the 30th day of September, 2021.

Cassie L. Parker
NOTARY PUBLIC

CASSIE L. PARKER
Notary Public
Wayne County
NORTH CAROLINA

My commission expires: 3/25/2026

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 5th day of October, 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:

<u>LEASE</u>: 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.

<u>TERM</u>: 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]

SEAL OF WAYNE COUNTY NORTH CAROLINA

ATTEST:

Carol Bowden
Carol Bowden
Clerk, Board of Commissioners

THE COUNTY OF WAYNE

By: George Wayne Aycock, Jr.
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.

Allison Speight by Angie Boswell 10/5/21
Finance Officer
The County of Wayne

STATE OF NORTH CAROLINA
WAYNE COUNTY

I, Kayla Whitley, 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 5 day of October, 2021.

Kayla Whitley
Notary Public

Kayla Whitley
(Printed Name of Notary)

March 24, 2024
My Commission expires:

KAYLA WHITLEY NOTARY PUBLIC WAYNE COUNTY, NC

[BOARD OF EDUCATION SEAL]

THE WAYNE COUNTY BOARD OF EDUCATION

ATTEST:

Dr. David A. Lewis, Secretary

By: Don Christopher West

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, Cassie L. Parker, 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 30th day of September, 2021.

CASSIE L. PARKER
Notary Public
Wayne County
NORTH CAROLINA

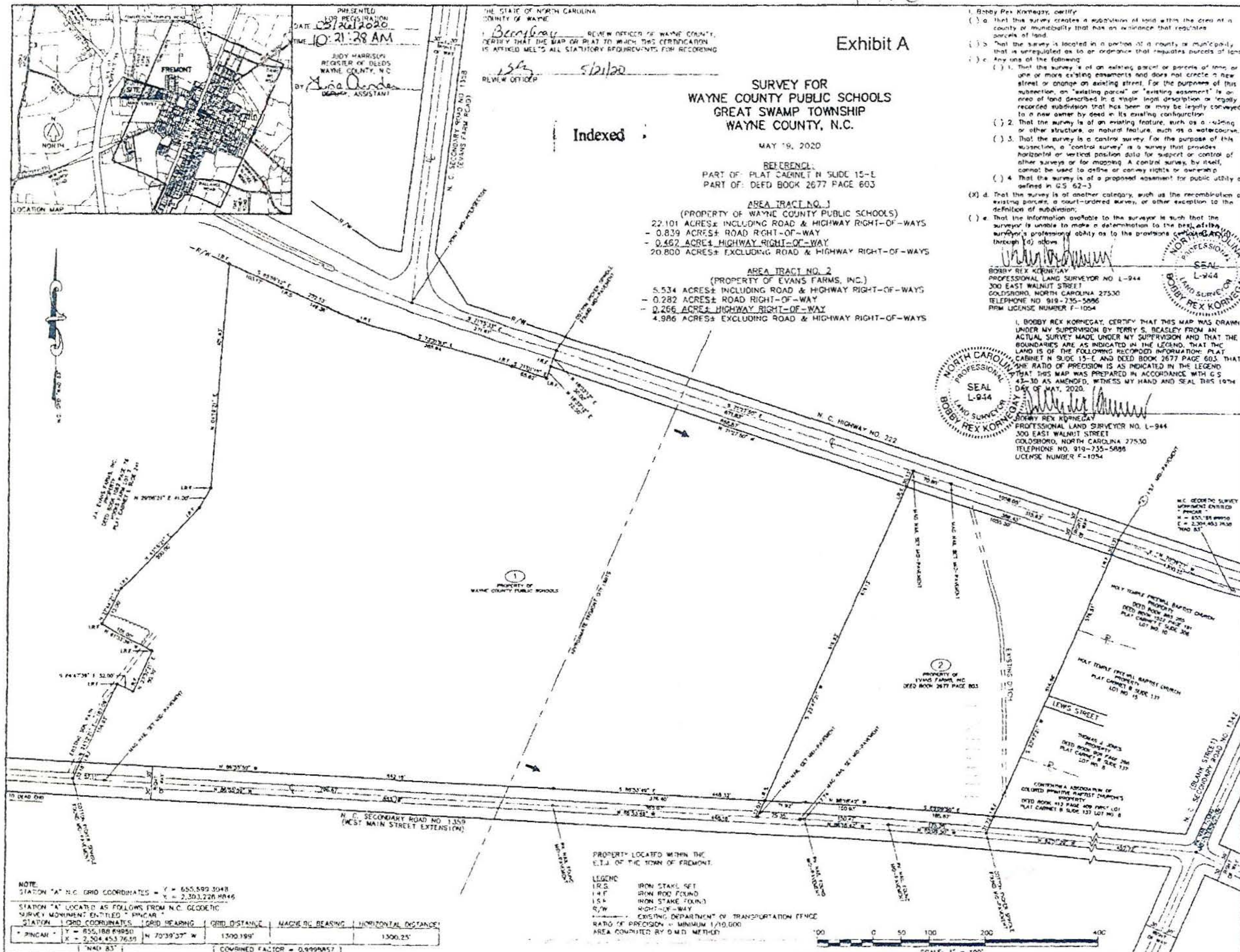
Cassie L. Parker
Notary Public

Cassie L. Parker
(Printed Name of Notary)

3/25/2024
My Commission expires:

P-19-C.

Attachment J Page 10



PRESENTED FOR REGISTRATION
DATE 05/26/2020
TIME 10:21:28 AM
JUDY HARRISON
REGISTER OF DEEDS
WAYNE COUNTY, N.C.
BY ~~DEPUTY~~, ASSISTANT

THE STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Berry Gray REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

5/21/20
REVIEW OFFICER

Exhibit A

Indexed

SURVEY FOR WAYNE COUNTY PUBLIC SCHOOLS GREAT SWAMP TOWNSHIP WAYNE COUNTY, N.C.

MAY 19, 2020

REFERENCE:
PART OF: PLAT CABINET N SLIDE 15-E
PART OF: DEED BOOK 2677 PAGE 603

AREA TRACT NO. 1
(PROPERTY OF WAYNE COUNTY PUBLIC SCHOOLS)
22.101 ACRES± INCLUDING ROAD & HIGHWAY RIGHT-OF-WAYS
- 0.839 ACRES± ROAD RIGHT-OF-WAY
- 0.462 ACRE± HIGHWAY RIGHT-OF-WAY
20.800 ACRES± EXCLUDING ROAD & HIGHWAY RIGHT-OF-WAYS

AREA TRACT NO. 2
(PROPERTY OF EVANS FARMS, INC.)
5.534 ACRES± INCLUDING ROAD & HIGHWAY RIGHT-OF-WAYS
- 0.282 ACRES± ROAD RIGHT-OF-WAY
- 0.266 ACRE± HIGHWAY RIGHT-OF-WAY
4.986 ACRES± EXCLUDING ROAD & HIGHWAY RIGHT-OF-WAYS

I, Bobby Rex Kornegay, certify
( ) a. That this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.
( ) b. That the survey is located in a portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
( ) c. Any one of the following:
( ) 1. That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street. For the purposes of this subsection, an "existing parcel" or "existing easement" is an area of land described in a single legal description or legally recorded subdivision that has been or may be legally conveyed to a new owner by deed in its existing configuration.
( ) 2. That the survey is of an existing feature, such as a building or other structure, or natural feature, such as a watercourse.
( ) 3. That the survey is a control survey. For the purpose of this subsection, a "control survey" is a survey that provides horizontal or vertical position data for support or control of other surveys or for mapping. A control survey, by itself, cannot be used to define or convey rights or ownership.
( ) 4. That the survey is of a proposed easement for public utility as defined in G.S. 62-3.
(X) d. That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exception to the definition of subdivision;
( ) e. That the information available to the surveyor is such that the surveyor is unable to make a determination to the best of the surveyor's professional ability as to the provisions contained in (a) through (d) above.

BOBBY REX KORNEGAY
PROFESSIONAL LAND SURVEYOR NO. L-944
300 EAST WALNUT STREET
GOLDSBORO, NORTH CAROLINA 27530
TELEPHONE NO. 919-735-5886
FIRM LICENSE NUMBER F-1054

NORTH CAROLINA PROFESSIONAL SEAL L-944 LAND SURVEYOR BOBBY REX KORNEGAY

I, BOBBY REX KORNEGAY, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION BY TERRY S. BEASLEY FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION AND THAT THE BOUNDARIES ARE AS INDICATED IN THE LEGEND. THAT THE LAND IS OF THE FOLLOWING RECORDED INFORMATION: PLAT CABINET N SLIDE 15-E AND DEED BOOK 2677 PAGE 603. THAT THE RATIO OF PRECISION IS AS INDICATED IN THE LEGEND. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 19TH DAY OF MAY, 2020.

NORTH CAROLINA PROFESSIONAL SEAL L-944 LAND SURVEYOR BOBBY REX KORNEGAY

BOBBY REX KORNEGAY
PROFESSIONAL LAND SURVEYOR NO. L-944
300 EAST WALNUT STREET
GOLDSBORO, NORTH CAROLINA 27530
TELEPHONE NO. 919-735-5886
LICENSE NUMBER F-1054

EXHIBIT A

PROPERTY LOCATED WITHIN THE E.T.J. OF THE TOWN OF FREMONT.

LEGEND
I.R.S. IRON STAKE SET
I.R.F. IRON ROD FOUND
I.S.F. IRON STAKE FOUND
R/W RIGHT-OF-WAY
EXISTING DEPARTMENT OF TRANSPORTATION FENCE
RATIO OF PRECISION = MINIMUM 1/10,000
AREA COMPUTED BY D.M.D. METHOD

NOTE:
STATION "A" N.C. GRID COORDINATES = Y = 655,599.3048, X = 2,303,226.8846

STATION "A" LOCATED AS FOLLOWS FROM N.C. GEODETIC SURVEY MONUMENT ENTITLED " PINCAR "

STATION	GRID COORDINATES	GRID BEARING	GRID DISTANCE	MAGNETIC BEARING	HORIZONTAL DISTANCE
" PINCAR "	Y = 655,188.69850 X = 2,304,453.7639	N 70°39'37" W	1300.199'		1300.25'

("NAD 83") (COMBINED FACTOR = 0.9999857)

HOOKS, C. TAYLOR AND CHARLES T. HOOKS IN GREAT SWAMP TOWNSHIP, WAYNE COUNTY ZPF-129 15-E AND 17-I

F 1760

EXHIBIT B

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 21st 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.

____________________ 9-21-2021
Allison Speight, County Finance Officer 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

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2021-35: RESOLUTION AUTHORIZING HEALTH DEPARTMENT RECRUITMENT AND RETENTION INCENTIVE PAY

WHEREAS, a labor market shortage exists for specific nursing positions in the Wayne County Health Department and for healthcare facilities throughout the Country; and

WHEREAS, nursing turnover rates are significantly higher than what the Health Department has experienced in the past; and

WHEREAS, the Health Department is struggling to retain nurses with retention rates below acceptable levels to maintain adequate services to the citizens of Wayne County; and

WHEREAS, at its September 8, 2021 meeting the Wayne County Board of Health voted to recommend a nurse incentive program to the Board of Commissioners; and

WHEREAS, the Wayne County Board of Commissioners recognize the critical role public health nurses provide to the citizens of Wayne County; and

WHEREAS, the Wayne County Board of Commissioners wish to provide additional payments to serve as a recruitment and retention incentives in an effort to alleviate the current nurse shortage within the Health Department.

NOW, THEREFORE, BE IT RESOLVED, by the Wayne County Board of Commissioners, incentive payments of $5,000 shall be granted to full-time, specifically designated nurses of the Wayne County Health Department pursuant to the following terms:

1. The employee is currently full-time, or will be employed full-time in the following positions within the Wayne County Health Department:
    a. PH Nurse Director II
    b. PH Nurse Supervisor II
    c. PH Nurse Supervisor I
    d. PH Nurse Supervisor I (work/against)
    e. Practical Nurse II
    f. PH Nurse II
    g. PH Nurse II (work/against)
    h. PH Nurse III
    i. PH Nurse III/FP Coordinator
    j. PH Nurse III/MH Coordinator

2. Existing employee subject to the retention bonus must maintain employment for eight months following the implementation of this policy.

3. New hires must maintain employment for eight months after being hired.
4. Qualifying employees will receive the $5,000.00 incentive payment in eight, monthly payments of $625.00 in addition to salary over the span of eight months.

5. Employees actively employed as of the date of this policy will receive retention incentive beginning November 1, 2021 to be paid November 25, 2021.

6. New employees meeting the above criteria will receive recruitment incentive following the completion of thirty days of satisfactory employment.

7. Employees will not be eligible for recruitment or retention incentive pay if:
    a. The employee's overall performance rating at any time is not at minimum of "Meets Expectations" or the employee has documented disciplinary actions for misconduct or performance;
    b. The employee transfers to another agency before the completion of eight consecutive months with the Wayne County Health Department; or
    c. Employee is unable to work due to Workers Compensation, FMLA, or Military Leave. Incentive pay will continue once employee returns to full duty status.

8. In the event that an employee fails to maintain eight months of employment, the $5,000.00 incentive payment shall be prorated based upon the time of credible service to the County.

9. This, one time, recruitment and retention incentive pay will begin November 1, 2021.

10. The incentive provided under this resolution will be available until it is determined by the Board of Commissions that there is no longer a need for such incentive.

11. All payroll taxes and related benefits will be applied to this incentive pay. This pay will be tracked separately in the County's' payroll system.

ADOPTED this the 5th of October, 2021.

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

ATTEST:

_______________________________ (Seal)

Carol Bowden
Clerk to the Board

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

WAYNE COUNTY
COUNTY MANAGER
CRAIG F. HONEYCUTT

WAYNECOUNTY
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 faclity

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.

REALTORS® Commercial*Alliance*

REALTOR® *North Carolina Association of REALTORS®*

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 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.

[X] **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.

Service Obligation	Landlord	Tenant	Not Applicable
Sewer/Septic		X	
Water		X	
Electric		X	
Gas		X	
Telephone		X	
HVAC (maintenance/service contract)	X		
Elevator (including phone line)			X
Security System			X
Fiber Optic		X	
Janitor/Cleaning		X	
Trash/Dumpster		X	
Landscaping/Maintenance	X		
Sprinkler System (including phone line)	X		
Pest Control		X	
Snow/Ice Removal	X		

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. [X] 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.)

[X] 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. Tennant's obligation to indemnify under this subection is limited to the extent provided for such under North Carolina law 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.)

Tenant Initials CH GWA Landlord Initials ____ ____

Wayne Co.

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: [X] Landlord's Agent; [ ] Dual Agent
and **BROWN INVESTMENT PROPERTIES** ("Leasing Agency"),
Cindy Rosasco ("Leasing Agent" - License # **228063**)
Acting as: [ ] Tenant's Agent; [X] 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 attorneys 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 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.

SPECIAL STIPULATIONS

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

[X] 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: ______________________

Gaye Wayne Hyatt
Chairman 10/5/21

TENANT:

Individual

____

Date: ______________________

____

Date: ______________________

Business Entity

Wayne County
(Name of Firm)

By: Craig F. Honeycutt
Craig Honeycutt

Title: County Manager

Date: 10/5/2021

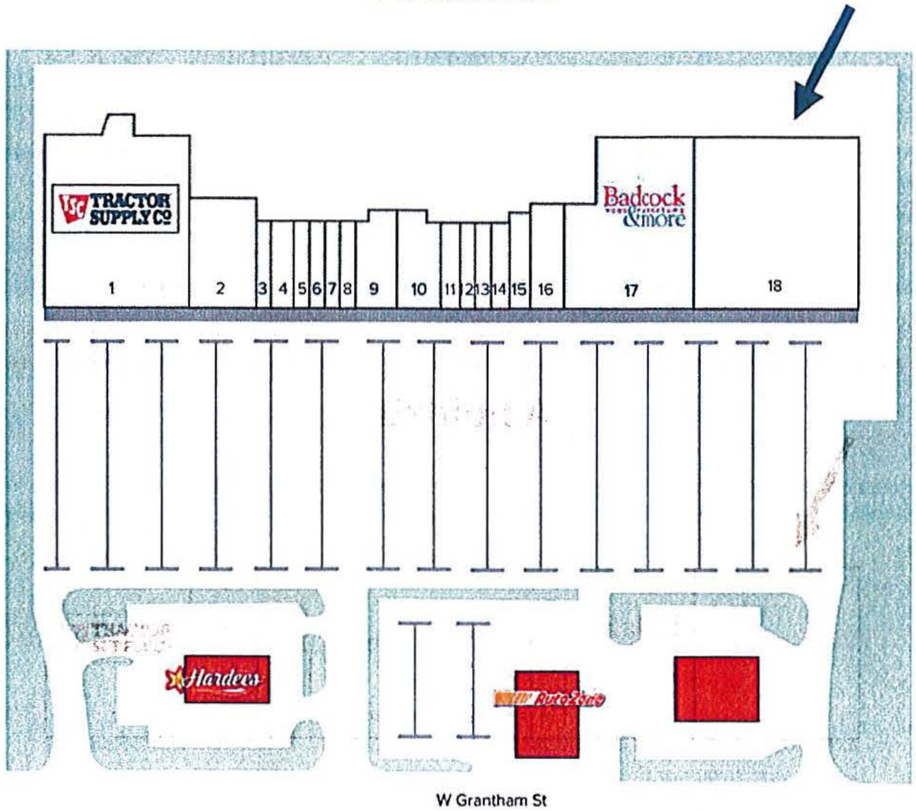
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Allison Speight by Angie Boswell
10/5/21

STANDARD FORM 593-T
Revised 7/2021
© 7/2021

Wayne Co.

Exhibit A


TRACTOR SUPPLY CO
Badcock &more
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18
Hardee's
AutoZone
W Grantham St

Exhibit B

Wayne
Printed June 11, 2021
See Below for Disclaimer

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

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

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 purposed 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 devise 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 statues 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 I 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.

CH GWA Tenant's Initials _______ Landlord's Initials