



Wayne County, North Carolina Board of Commissioners

June 6, 2023
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

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.

Members Present: Barbara Aycock, Chairwoman; Chris Gurley, Vice-Chairman; George Wayne Aycock, Jr.; Joe C. Daughtery; Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: Bevan Foster

The briefing began at 8:06 a.m. with County Manager Chip Crumpler reviewing the agenda. Adjustments made were:

- Comments from Sarah Fishman, wife of the late Sgt. Matthew Fishman.
- Presentation by the upcoming Superintendent of Wayne County Public Schools, Mark Whichard.
- Appointment Committee

Finance Director Allison Speight reviewed the budget amendments, the Commissary Services contract and the Tablet Services Contract for the Detention Center.

Staff Attorney Andrew Neal reviewed the surplus property sale in Mount Olive.

RECESS THE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

At 8:41 a.m., Chairwoman Barbara Aycock recessed the Wayne County Board of Commissioners meeting.

CALL TO ORDER - Chairwoman Barbara Aycock

The Wayne County Board of Commissioners met on Tuesday, June 6, 2023, at 9:02 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: Barbara Aycock, Chairwoman; Chris Gurley, Vice-Chairman; George Wayne Aycock, Jr.; Joe C. Daughtery, Bevan Foster; Freeman Hardison, Jr.; and Antonio Williams.

Members absent: None

INVOCATION - Commissioner Freeman Hardison, Jr.

Commissioner Freeman Hardison, Jr. gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner George Wayne Aycock, Jr.

Commissioner George Wayne Aycock, Jr. led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve May 16, 2023 Minutes.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the May 16, 2023 Minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the June 6, 2023 (Adjusted) Agenda.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the June 6, 2023 Adjusted Agenda. Adjustments made were:

- Comments from Sarah Fishman, wife of the late Sgt. Matthew Fishman.
- Presentation by the upcoming Superintendent of Wayne County Public Schools, Mark Whichard.
- Appointment Committee
- Remove Motion to Allow Commissioner Bevan Foster to join via Zoom Meeting.

SPECIAL PRESENTATIONS

3. Presentation and Thank You from Sarah Fishman

Mrs. Sarah Fishman, wife of the late Sgt. Matthew Fishman, thanked the Board for supporting her family over the last several months and for sending her family to Washington, D.C. for the Law Officers Memorial ceremonies and events.

4. Presentation from Wayne County Public Schools Superintendent Mark Whichard

Incoming Wayne County Public Schools Superintendent Mark Whichard introduced himself to the Board and shared information, attached hereto as Attachment A. Commissioner George Wayne Aycock, Jr. stated the County employee salaries were his top priority. Commissioner Antonio Williams stated there had been issues with fiscal responsibility and said everyone wanted to know if the issues were handled. Commissioner Bevan Foster stated that was just another excuse.

Mr. Whichard stated he was impressed with the Board of Education and aware of past situations. He said there would be total transparency with the finances of the Wayne County Public School System and the Board of Education.

5. Presentation of Plaque to Wayne Executive Jetport Director Brandon Gray.

Commissioner Joe C. Daughtery presented a plaque to Wayne County Executive Jetport Director Brandon Gray. The Board thanked Mr. Gray and asked questions about the operations and clients using the jetport.

Following the plaque presentation, Mr. Gray gave a presentation, attached hereto as Attachment B, updating the Board on jetport projects.

6. Motion to Approve the 2023 Juneteenth National Freedom Day Proclamation.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2023 Juneteenth National Freedom Day Proclamation, attached hereto as Attachment C.

Commissioner Bevan Foster stated proclamation are just a piece of paper and said the Board voted against Juneteenth as a County holiday.

7. Update on the Summer Youth Employment Program.

Human Resources Director Sara Larson gave a presentation on the Summer Youth Employment Program, attached hereto as Attachment D, and answered questions from the Board.

APPOINTMENT COMMITTEE

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners approved the reappointment of Bill Pate to the Wayne County ABC Board by a vote of six (6) to one (1), with Commissioner Bevan Foster voting against.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners approved the appointment of Rosalind Weeks to the Wayne County ABC Board, by a vote of six (6) to one (1), with Commissioner Bevan Foster voting against.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the reappointment of Margaret Davis to the Commissioners Council for Older Adults.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the reappointment of Barbara Aycock to the Wayne County Jury Commission.

9:30 A.M. PUBLIC HEARING

8. To Receive Public Comments on the Proposed Budget for Wayne County for the Fiscal Year beginning July 1, 2023.

At 10:21 a.m., Chairwoman Barbara Aycock opened the Public Hearing to receive public comments on the proposed budget for Wayne County for the

fiscal year beginning July 1, 2023.

Clerk of Court Julie Whitfield was the only person signed up to speak. She thanked the Board for her budget.

At 10:23 a.m., with no other persons signed up or present to speak, Chairwoman Barbara Aycock closed the Public Hearing.

CONSENT AGENDA

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Consent Agenda.

9. **Budget Amendments**

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the following Budget Amendments:

* #493-HR/ #515-Animal Control/ #516-Services on Aging/ #519-DSS/ #527-Library/ #529, 530, 531-Sheriff's Office/ #549, 550-Library/ #552, 558, 559, 560-HD/ #565,566,567-Facilities/ #568-Fleet/ #571,572, 574-Sheriff's Office/ #577-Fire Districts

10. **Motion to permit the Wayne County Public Library to apply for the Student Stem Enrichment Program funding offered by Burroughs Wellcome for the YouTech Learning Lab North project.**

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to permit the Wayne County Public Library to apply for the Student Stem Enrichment Program funding offered by Burroughs Wellcome for the YouTech Learning Lab North project, attached hereto as Attachment E.

11. **Motion to Adopt Resolution #2023-15: A Resolution Granting Hale Artificier, Inc. Permission to Use Pyrotechnics for the Town of Seven Springs on July 1, 2023.**

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Adopt Resolution #2023-15: A Resolution Granting Hale Artificier, Inc. Permission to Use Pyrotechnics for the Town of Seven Springs on July 1, 2023, attached hereto as Attachment F.

12. **Motion to Adopt Resolution #2023-16: A Resolution Granting Hale Artificier, Inc. Permission to use Pyrotechnics for the Town of Pikeville on July 1, 2023.**

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Adopt Resolution #2023-16: A Resolution Granting Hale Artificier, Inc. Permission to use Pyrotechnics for the Town of Pikeville on July 1, 2023, attached hereto as Attachment G.

13. **Motion to Award the Detention Center Commissary Services**

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Award the Detention Center Commissary Services to Oasis Management Systems, Inc., contingent upon attorney review and approval, attached hereto as Attachment H.

14. Motion to Approve Award of Detention Center Tablet Services
Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Award the Detention Center Tablet Services to Paytel, contingent upon attorney review and approval, attached hereto as Attachment I.
15. Motion to approve the sale of surplus property located at 125 and 412 S. Church Street, Mount Olive, NC.
Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the sale of surplus property located at 125 and 412 S. Church Street, Mount Olive, NC, attached hereto as Attachment J.
16. Motion to Approve Canceling the July 4, 2023 Board of Commissioners Regular Meeting.
Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved canceling the July 4, 2023 Board of Commissioners Regular Meeting.

NEW BUSINESS

17. Motion to approve a ten year lease of 609 S. Wilson Street, Fremont, NC 27830 for a Northern Wayne County Library branch.
Upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously approved a ten-year lease of 609 S. Wilson Street, Fremont, NC 27830 for a Northern Wayne County Library branch, attached hereto as Attachment K.
18. Motion to approve an interlocal agreement between the County of Wayne and the Town of Fremont regarding public utility services at the future Northern Wayne County Library branch located 609 S. Wilson Street, Fremont, NC 27830.
Upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously approved the interlocal agreement between the County of Wayne and the Town of Fremont, attached hereto as Attachment L, regarding public utility services at the future Northern Wayne County Library branch located 609 S. Wilson Street, Fremont, NC 27830.
19. Motion to Approve a Request from the North Carolina Department of Transportation to acquire a right-of-way from the County of Wayne near the entrance of the Maxwell Center, in order to maintain a sight line along the proposed sidewalk on Wayne Memorial Drive.
Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved a request from the North Carolina Department of Transportation, attached hereto as Attachment M, to acquire a right-of-way from the County of Wayne near the entrance of the Maxwell Center, in order to maintain a sight line along the proposed sidewalk on Wayne Memorial Drive.

PUBLIC COMMENTS

Ms. Leatrice Y. Stanley shared her concerns regarding FEMA land and expenses from being required to remove fencing on adjacent land. Ms. Stanley expressed her desire to lease five acres of FEMA land owned by the County. Commissioner Bevan Foster and Commissioner Antonio Williams asked questions and discussed her concerns.

No one else signed up for or was present for public comment.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler had no comments.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Bevan Foster spoke on the need for change and said the lack of an increase in taxes cannot be the reason. He stated hard changes had to be made.

Commissioner Freeman Hardison, Jr. thanked the staff, specifically the Finance Department and County Manager, for their work on the budget. He thanked Clerk to the Board Carol Bowden and Director of Public Affairs and Public Information Officer Joel Gillie for their help with CivicClerk.

Commissioner George Wayne Aycock, Jr. stated he attended the Wayne Community College graduation, a tour of the college, a ribbon cutting at the college for the CITE building, and visited the Maxwell Center.

Vice-Chairman Chris Gurley thanked the County Manager and staff for their work on the budget. He thanked Public Affairs staff Joel Gillie and Trentt Toms, and Facilities Staff Kendall Lee and Dean Worley, for their organization of the Wings Over Wayne air show tent and refreshments for the county employees. He also thanked EMS Director Dave Cuddeback and his staff for their work at the air show all weekend.

Commissioner Joe C. Daughtery spoke on the executive jetport presentation, reorganization, the jetport board, the desire to be revenue neutral, and the need for T-hangars. Mr. Daughtery also announced a facilities meeting on June 20, 2023.

Commissioner Antonio Williams thanked the Board for approving the Summer Youth Employment Program and asked HR Director Sara Larson for the names of those youth who did not get hired by the County. He also spoke on school security needs.

Chairwoman Barbara Aycock congratulated the 2023 graduates and thanked the staff and Board of Wayne Community College for asking her to participate in the CITE building groundbreaking. She also spoke of attempting to work on a 1/4 cent sales tax again.

CLOSED SESSION

At 10:54 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is acknowledged.

Members Present: Barbara Aycock, Chairwoman; Chris Gurley, Vice-Chairman; George Wayne Aycock, Jr.; Joe C. Daughtery; Bevan Foster; Freeman Hardison, Jr.; and Antonio Williams.

Members Absent: None

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; Finance Director Allison Speight; Facilities Director Kendall Lee; Human Resources Director Sara Larson; IT Director Giorgio Kristev; Deputy Clerk to the Board Kayla Whitley; and Clerk to the Board Carol Bowden.

At 11:37 a.m., upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously declared itself in regular session.

RECESS THE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

At 11:39 a.m., Chairwoman Barbara Aycock recessed the meeting of the Wayne County Board of Commissioners.

RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

At 12:25 p.m., Chairwoman Barbara Aycock reconvened the meeting of the Wayne County Board of Commissioners.

Commissioner Antonio Williams read an email from Dr. David Lewis, former Superintendent of Wayne County Public Schools, regarding the funding provided by the County of Wayne to the Wayne County Public Schools, attached hereto as Attachment N.

BUDGET WORK SESSION

20. Discussion of FY 2023-2024 Proposed Budget.

Commissioner Joe C. Daughtery began the discussion by sharing questions he had regarding the recommended 2023/24 budget. He asked for pages to be numbered in the future to make it easier for everyone to follow during the work session. He highlighted the following:

- The County consider hiring in-house two (2) painters under facilities.
- The current funding agreement with the Wayne County Public Schools (WCPS); the \$548,000 increase based on current agreement and proposed budget; the statement by the superintendent distorting the public perception of what the County gives to the WCPS.
- Recommendation for the WCPS to apply for additional grant funding. County Manager Chip Crumpler read a report of increases by the County to the WCPS and discussed with the Board.
- \$26,600,000 invested annually in WCPS.
- Media costs for charged for maps.
- Staff Attorney fees.
- Special event fees for ambulance/QRV standby services.

- Sewer Tap Fees.
- Sales Tax HH (Hold harmless).
- Interest income increase.
- Bussman Building Rental Income.
- Rental building expense for Central Services.
- Sheriff's Office Fuel Expense.
- Day Reporting Center. Commissioner Daughtery said the County should encourage and expand day reporting. He also pointed out that Wayne County is the only County in North Carolina to keep the program once the grant funding expired. He pointed out the cost savings using ankle bracelets versus housing individuals in our jail.

Commissioner Bevan Foster asked for details regarding the Executive Jetport and Maxwell Center budgets, specifically related to profit and loss. Finance Director Allison Speight explained the accounting processes for both departments. County Manager Chip Crumpler explained the property tax income versus the general funds transfer. Commissioner Foster asked about the difference in the proposed and actual budgeted salaries for the Board of Elections. Elections Director Anne Risku spoke to the Board and explained her recommendation for \$400 per person/per month versus the \$325 allotted. She expressed her dissatisfaction over her budget being changed. Commissioner Foster accused the Board and staff of being controlling and refusing to change.

Commissioners Wayne Aycock and Daughtery discussed several of the more than 40 Boards and Commissions for Wayne County and the small stipend or lack of stipend received. Commissioner Foster stated those who served on Boards with no stipend is what they agreed to and stated it was sad for the Board to be bickering over \$4,500. Chairwoman Barbara Aycock asked for explanations on increases in the Board of Elections' salaries.

21. Motion to Accept the County Manager's recommendation for the Board of Elections Budget and Board Pay Raise.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved to accept the County Manager's recommendation for the Board of Elections Budget and Board Pay Raise by a vote of five (5) to two (2), with Foster and Williams voting against.

22. Motion to Double the Media Costs in the 2023/2024 Budget.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved to Double the Media Costs in the 2023/2024 Budget by a vote of six (6) to one (1) with Foster voting against.

23. Motion to Increase the Staff Attorney Filing Fees to \$1,000.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved to Increase the Staff Attorney Filing Fees to \$1,000 by a vote of six (6) to one (1) with Foster voting against.

24. Motion to Increase the Stand-by Ambulance fees and QRV fees to \$60.00 per hour/per person and \$45.50 per hour/per person, respectively.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved to Increase the Stand-by Ambulance fees and QRV

fees to \$60.00 per hour/per person and \$45.50 per hour/per person, respectively, by a vote of six (6) to one (1) with Foster voting against.

25. Motion to Increase Sewer Tap Fees to \$1,500 for 4" and \$2,500 for over 4".

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved to Increase Sewer Tap Fees to \$1,500 for 4" and \$2,500 for over 4" by a vote of six (6) to one (1) with Foster voting against.

26. Motion to Increase Rental Income Line Item for the Bussman Building by \$180,000.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Increase the Rental Income Line Item for the Bussman Building by \$180,000.

27. Motion to Reduce the Sheriff's Department Vehicle Fuel Expense by \$158,000 and place those funds in the contingency fund.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Reduce the Sheriff's Department Vehicle Fuel Expense by \$158,000 and place those funds in the contingency fund.

28. Motion to Amend the Previous Motion and Increase QRV standby fees to \$60.00 per person/per hour.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Amend the Previous Motion and Increase QRV standby fees to \$60.00 per person/per hour.

29. Motion to Adopt the Amended 2023/24 FY Budget for the County of Wayne.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners Adopted the Amended 2023/24 FY Budget for the County of Wayne by a vote of six (6) to one (1) with Foster voting against.

ADJOURNMENT

At 2:43 p.m., Chairwoman Barbara Aycock adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden, Clerk to the Board

Total Local Appropriations per Student

	Local Appropriations Per Student	Statewide Rank (out of 100)
Wayne County	\$1,726	93
Cumberland County	\$2,056	74
Harnett County	\$1,882	81

This measure reflects the actual dollar effort of counties to fund local public schools without taking into account property wealth. Data are from the 2020-21 school year.

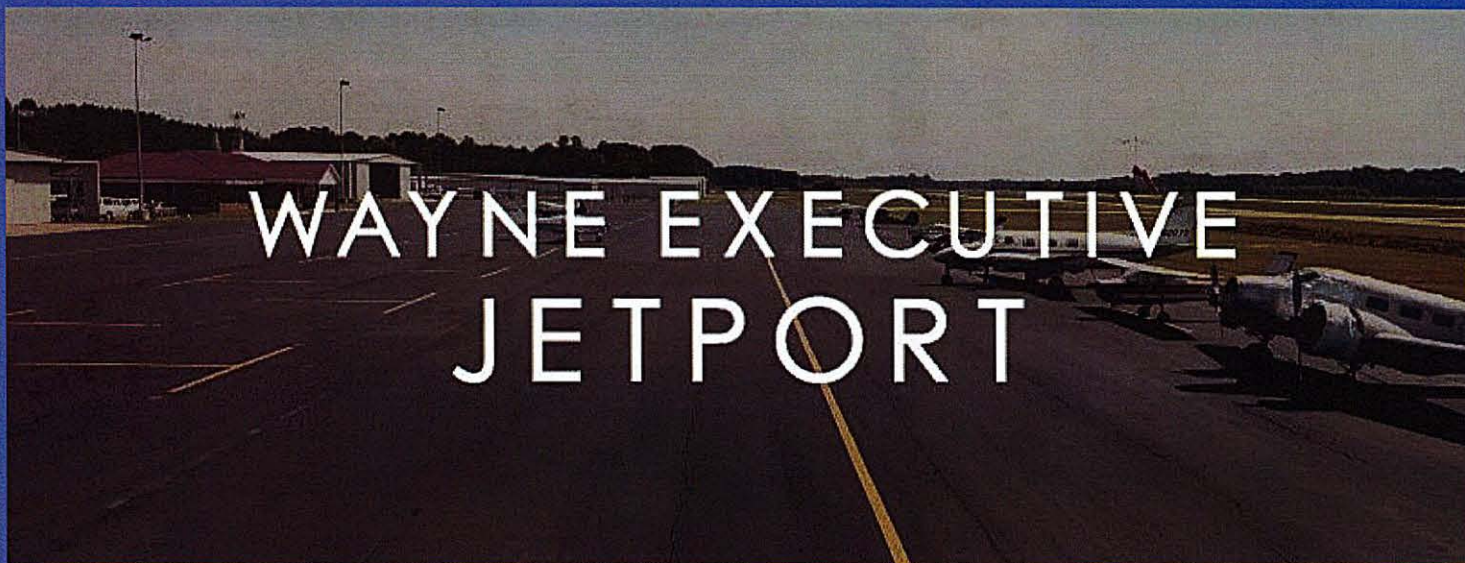
Source: Public School Forum of North Carolina, Local School Finance Study. <https://www.ncforum.org/lfsf/>

Local Funding Effort

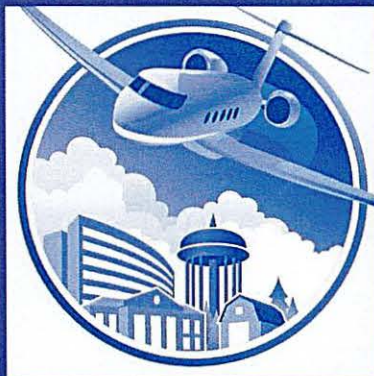
	Statewide Rank (out of 100)
Wayne County	60
Cumberland County	18
Harnett County	21

A measure comparing the base local appropriations of a county to its total local revenue. Counties ranking highest on this measure allocate larger proportions of their local tax revenue to fund public schools relative to other districts. Data are from the 2020-21 school year.

Source: Public School Forum of North Carolina, Local School Finance Study. <https://www.ncforum.org/lfs/>



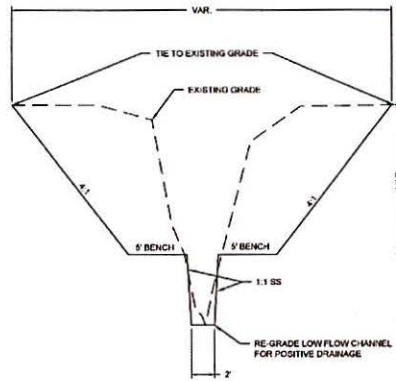
June 2023 Project Updates



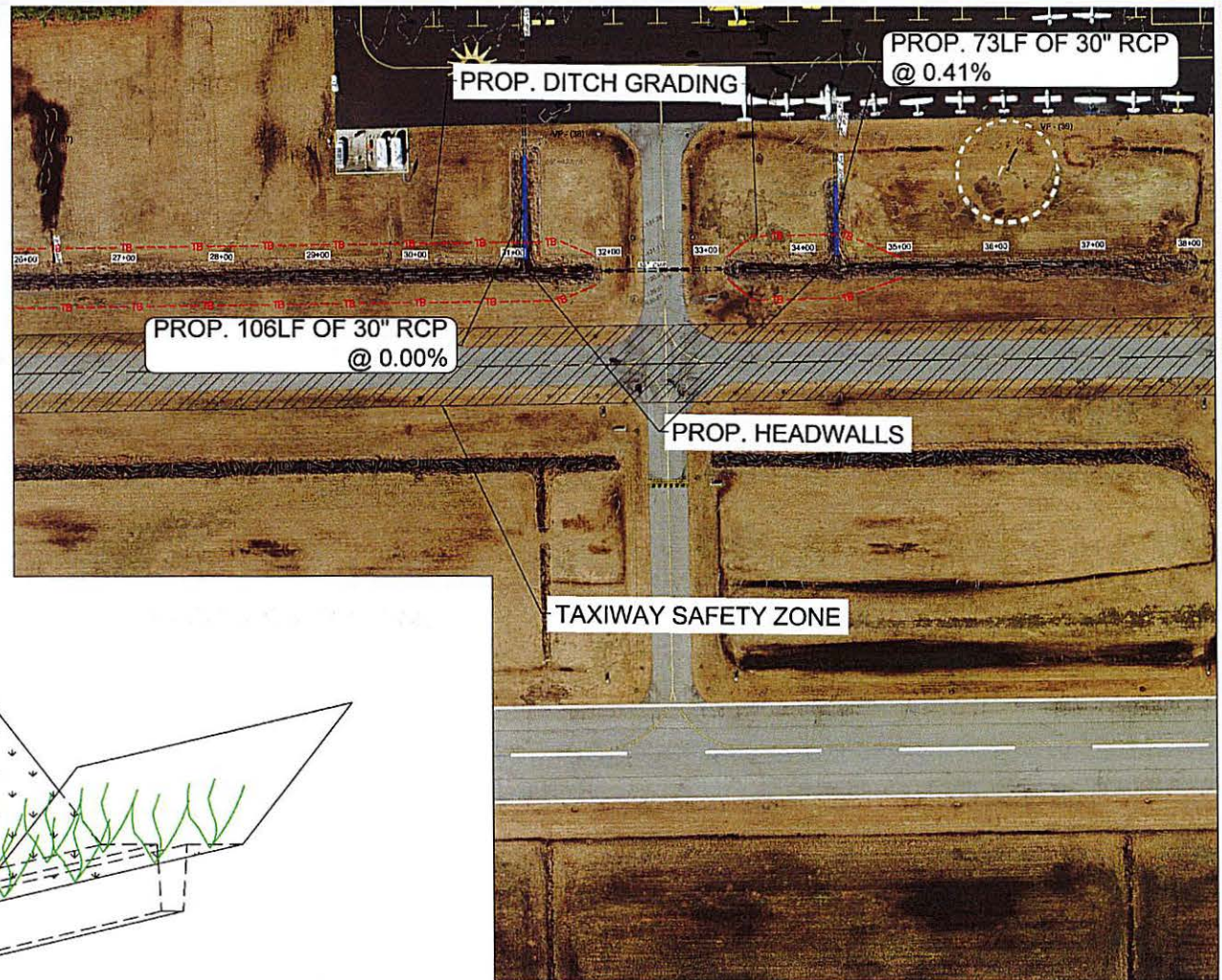
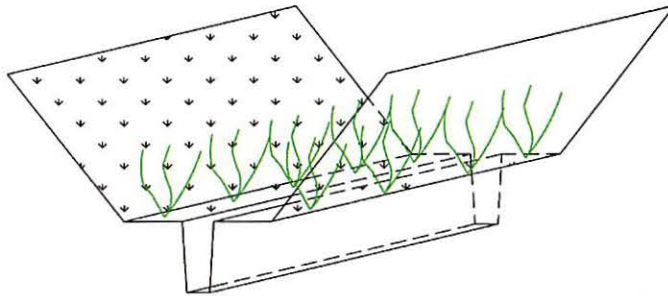
Recently Completed Project – Apron Pavement Rehab



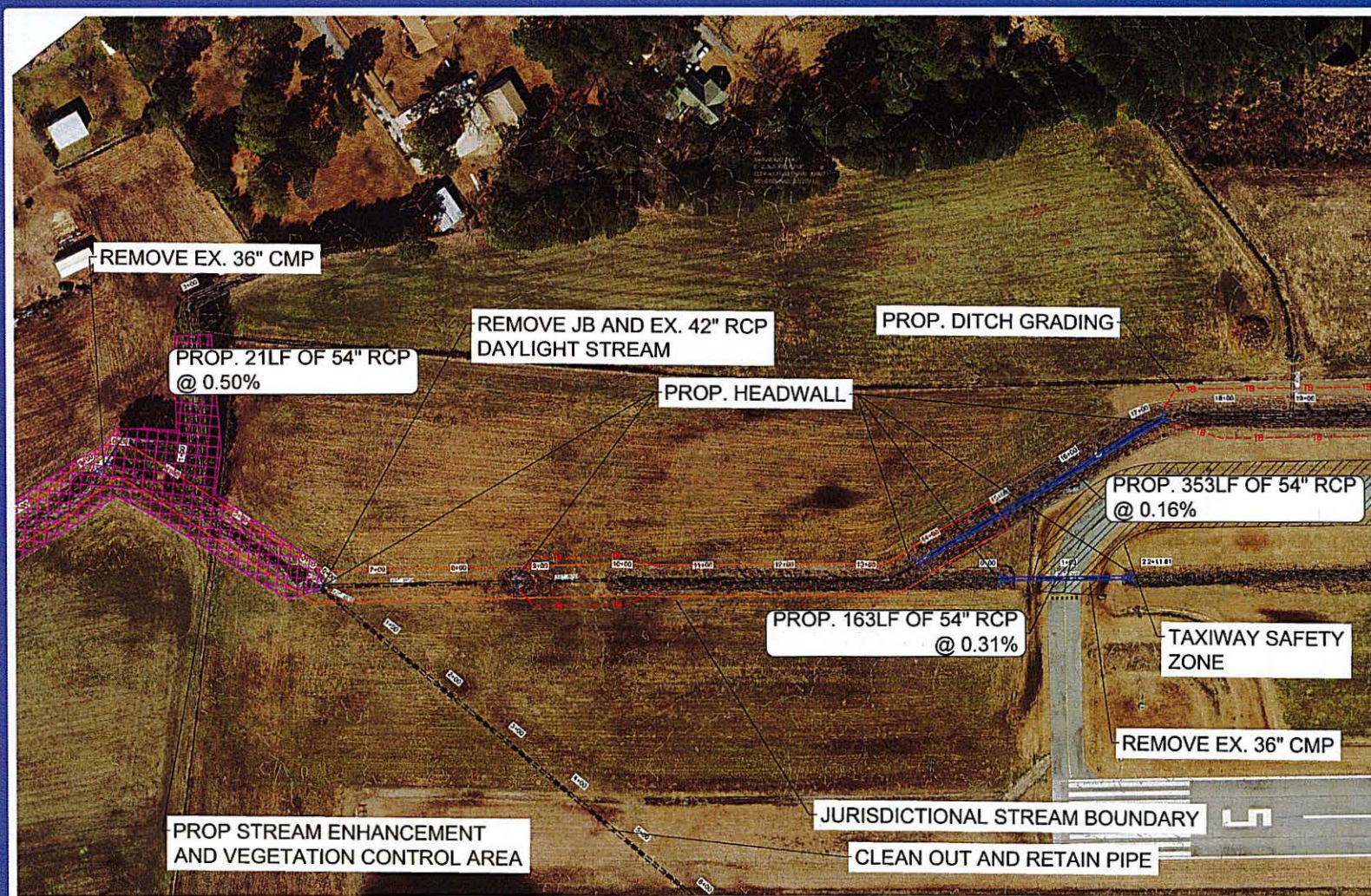
Current Project – Stream Improvements



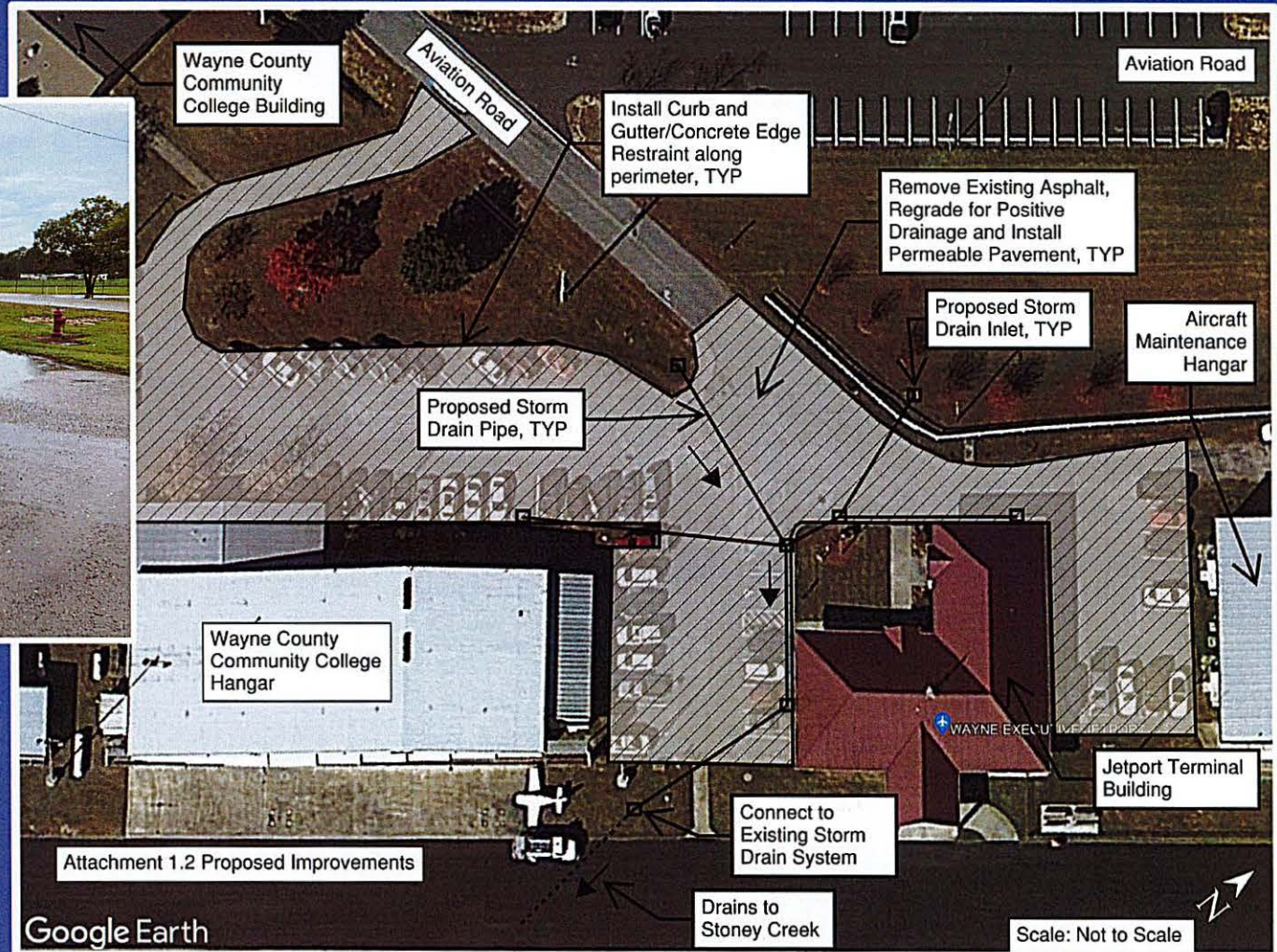
TYPICAL DITCH GRADING CROSS SECTION
NOT TO SCALE



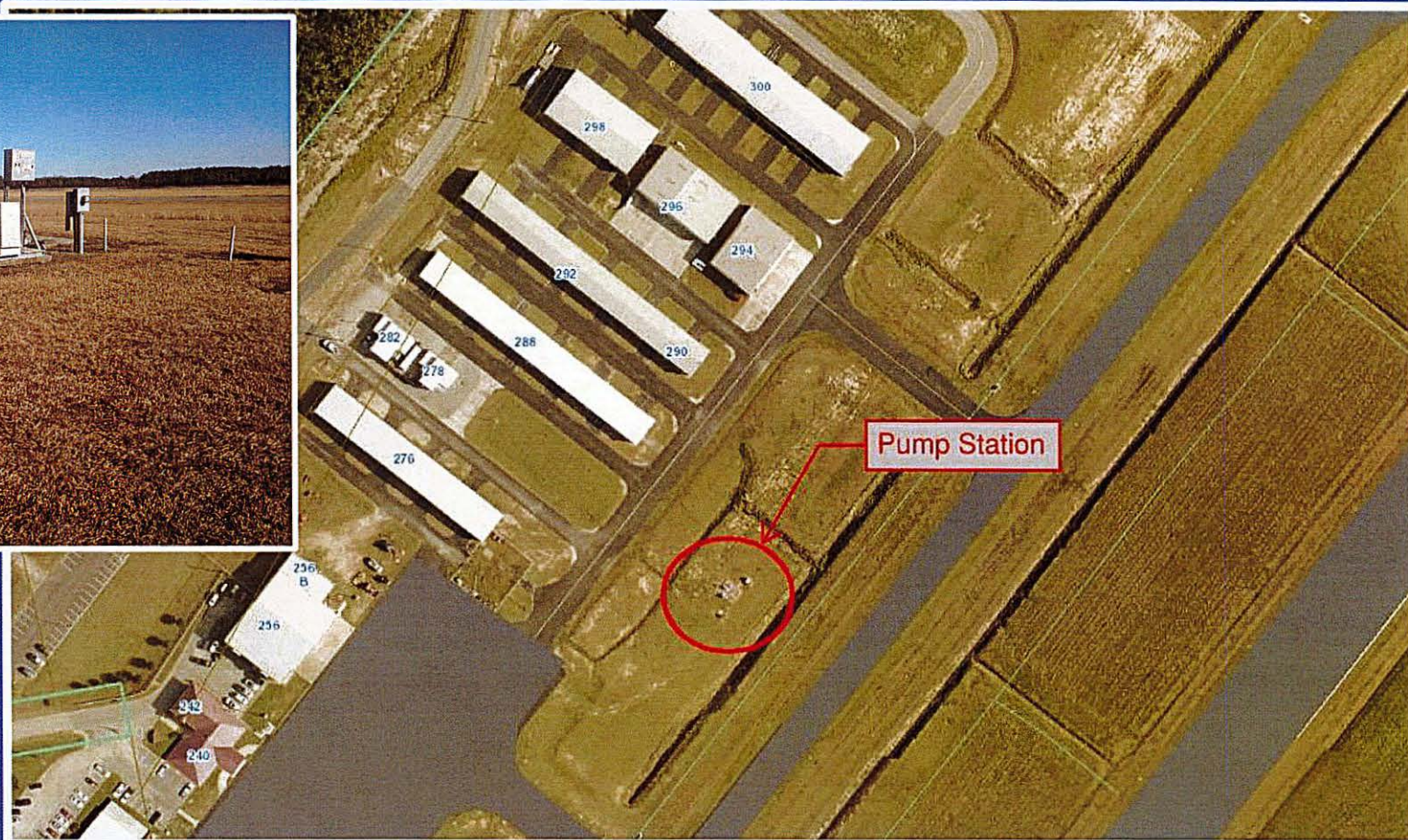
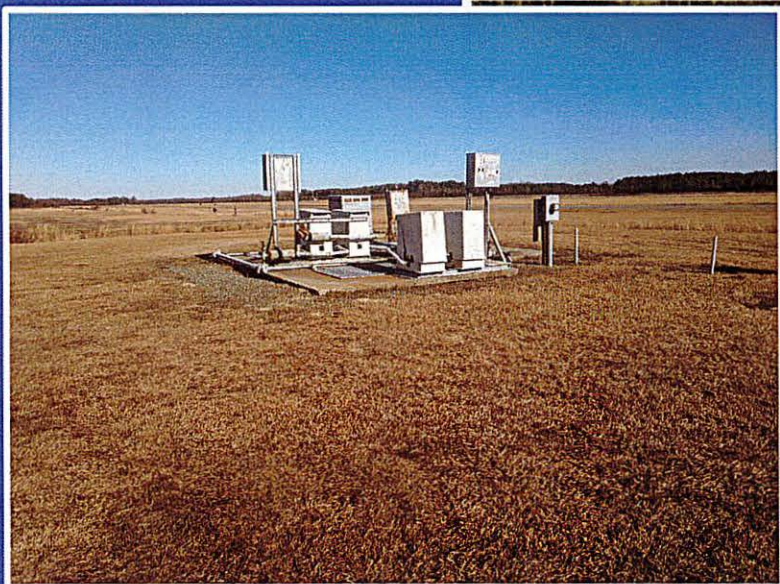
Current Project – Stream Improvements (Continued)



Current Project – Parking Lot Drainage Improvements

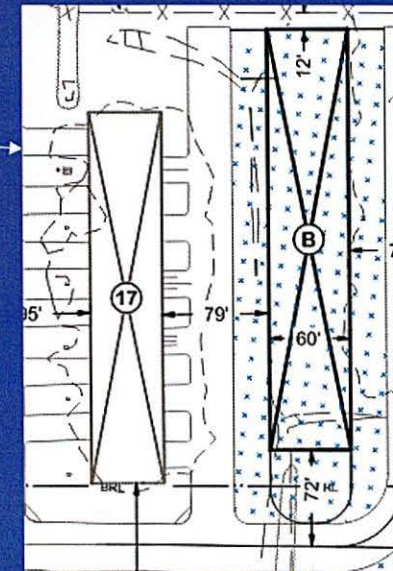
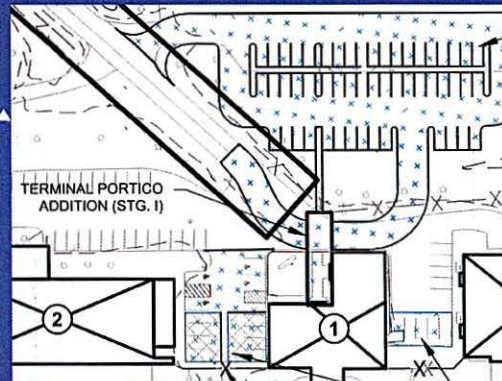


Current Project – Pump Station Improvements (Design)



Upcoming Projects

- Airfield Drainage Analysis & SWPPP-SPCC Update (Not Shown)
- Perimeter Fence Construction
- T-hangar Construction
- Terminal Area Improvements



Recent Project Grant Funding

Grant Award	Project	Federal	State	County Match	Golden LEAF	Funding Total	County %
Golden LEAF	Waterline Improvements	-	-	-	\$200,000.00	\$200,000.00	0.0%
State Economic Development	Corporate Area Expansion	-	\$3,615,189.00	\$0.00	-	\$3,615,189.00	0.0%
State Discretionary (Actual Cost)	Apron Rehabilitation	-	\$2,814,197.00	\$312,689.00	-	\$3,126,886.00	10.0%
State Discretionary	Land Reimbursement	-	\$326,785.00	\$36,310.00	-	\$363,095.00	10.0%
State Transportation Improvement Program (STIP)	Land Acquisition	-	\$379,000.00	-	-	\$379,000.00	0.0%
FAA Non-Primary Entitlement	Miscellaneous	\$896,708.00	-	\$62,598.00	-	\$1,048,570.00	6.0%
FAA Bipartisan Infrastructure Law (BIL)	Miscellaneous	\$440,000.00	-	\$48,889.00	-	\$488,889.00	10.0%
State ARPA	Pump Station Improvements	-	\$182,000.00	-	-	\$182,000.00	0.0%
State ARPA	Parking Lot Drainage Imp. (Design)	-	\$205,000.00	-	-	\$205,000.00	0.0%
State ARPA	Parking Lot Drainage Imp. (Construction)	-	\$1,784,000.00	-	-	\$2,494,000.00	0.0%
		\$1,336,708.00	\$9,306,171.00	\$460,486.00	\$200,000.00	\$12,102,629.00	3.8%



Questions?

NORTH CAROLINA

WAYNE COUNTY

2023 JUNETEENTH NATIONAL FREEDOM DAY

WHEREAS, Juneteenth commemorates the day freedom was proclaimed to all slaves by Union General Gordon Granger, on June 19, 1865, in Galveston, Texas, more than two and a half years after the signing of the Emancipation Proclamation by President Abraham Lincoln; and

WHEREAS, former slaves in Texas began to observe June 19 as the anniversary of their emancipation and coined the term "Juneteenth"; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States, and is also known as "Juneteenth National Freedom Day," "Emancipation Day," and "African American Independence Day"; and

WHEREAS, Juneteenth commemorates the survival, strength, and determination of African-Americans through extreme adversity, hardship, and triumph; and today emphasizes African-American education, culture, art, history, and achievement; and

WHEREAS, the nineteenth of June, along with the fourth of July, completes the cycle of freedom for Independence Day observances in America; and

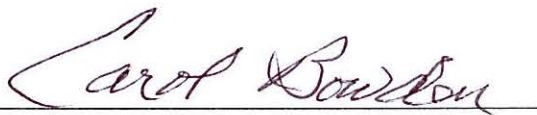
WHEREAS, forty-seven states, the District of Columbia, and Wayne County recognize the nineteenth day of June as Juneteenth National Freedom Day, to commemorate the end of slavery in the United States and to demonstrate racial reconciliation and healing from the legacy of slavery;

NOW, THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners does hereby proclaim June 19, 2023, as "**JUNETEENTH NATIONAL FREEDOM DAY**" in Wayne County, and commend its observance to all citizens.

Adopted this the 6th day of June, 2023.


Barbara Aycock, Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



Summer Youth Employment 2023

Year Two In Progress



WAYNECOUNTY
NORTH CAROLINA

Target Audience & Program Parameters

- The program targets youth who attend school or live in Wayne County, ages 16-21.
- Applications opened in March and closed in mid-May; there were 80 applicants.
- Conducting interviews via phone, virtual meetings, and in-person.
- The program runs six weeks from mid-June through the end of July.
- Encourages flexible scheduling to meet transportation needs
- Interns work 20 hours and attend one training per week
- Each department will have a minimum of one intern, and larger departments may have more
- Each intern must have the appropriate documentation, waivers, and screenings like any other employee

Program Goals & Benefits

Intern Gains:

- Work experience
- Local government experience
- Soft skill development
- Exposure to new situations
- Practice business communication
- Formal learning opportunities
- Insight into workforce opportunities
- Consideration for future education

County Gains:

- Mentorship opportunity
- Represent our community
- Opportunity to think outside the norm
- Assist in the build-up of a diverse talent pipeline
- Invest in our future workforce

Team Overview

- Nakesha Newkirk
 - HR Generalist – community outreach and youth liaison
- Kasey Lach
 - HR Admin – Administrative coordination
- Kendall Harr
 - Program Coordinator- applicant liaison and participant supervisor
- Wayne Community College Business & Industry Center
- Wayne County Literacy Connections
- Each and every Department in Wayne County

GRANT REQUEST FORM

DIVISION/OFFICE: Wayne County Public Library

PRINCIPAL INVESTIGATOR(S): Donna Phillips, Maegen Wilson

GRANT TYPE: ☐ **FEDERAL** ☐ **STATE** ☒ **FOUNDATION** ☐ **OTHER**

FUNDING AGENCY/OFFICE: Burroughs Wellcome Fund

GRANT PROGRAM NAME: Burroughs Wellcome Fund: Student Stem Enrichment Program (SSEP)

PROPOSAL DUE DATE: 6/9/2023

TOTAL FUNDING REQUEST: \$180,000

PROPOSED PROJECT NAME: YouTech Learning Lab North

PROJECT LENGTH: 3 years

MATCH REQUIRED/PERCENTAGE: ☒ **NO** ☐ **YES** Choose an item. %

MATCH TYPE: ☐ **CASH** ☐ **IN-KIND** ☒ **BOTH**

STAFF TIME/RESOURCES REQUIRED: One full time children's library assistant will spend 6 hours per week on the YouTech Learning Lab North project.

DESCRIPTION OF GRANT PROJECT: The Student STEM Enrichment Program (SSEP) supports diverse programs with a common goal: to enable K-12 students to participate in creative, active learning STEM activities and pursue inquiry-based exploration in Burroughs Wellcome Fund's home state of North Carolina. These awards provide up to \$60,000 per year for three years.

PROPOSED PROJECT GOALS: Wayne County Public Library requests permission to submit a proposal for Burroughs Wellcome: SSEP funding in the amount of \$180,000 for the YouTech Learning Lab North project. Through this project Wayne County Public Library seeks to provide middle school students with a design-thinking based, hands-on STEM learning experience that

will provide students with foundational industry-relevant skills and preparedness for a successful post-secondary career pathway at either a community college or a 4 year institution. The main technologies students will gain exposure to include: Computer Science, Game Design, and AI, Engineering & Robotics, Agriculture Technology, and Biotechnology. This project addresses objective three of the library's strategic plan: "Through the Library's collections and learning opportunities, we will promote factual information, open dialogue, and personal empowerment."

SUBMITTED BY: Tim Dusek, Grant Writer

INITIAL/DATE: TJD 5/10/2023

REVIEWED BY: Berry Gray, Planning Director

INITIAL/DATE: C.C. 5/10/23

Chip Crumpler, County Manager

APPROVED ☒ **DENIED** ☐

INITIAL/DATE: BG 6/7/23

Carol Bowden

From: Steven Stroud
Sent: Thursday, May 18, 2023 8:14 AM
To: Carol Bowden
Subject: RE: [External] - Request for Fireworks Permit for Town of Pikeville & Seven Springs

Carol,

The fireworks shows for Pikeville and Seven Springs schedule for July 1st, have been approved by our office. Please let me know when approved by Commissioners.

Thanks,

Steven E. Stroud

Director of Inspections
County of Wayne
(919)731-1169

From: Carol Bowden <Carol.Bowden@waynegov.com>
Sent: Wednesday, May 17, 2023 8:14 AM
To: Steven Stroud <Steven.Stroud@waynegov.com>
Subject: FW: [External] - Request for Fireworks Permit for Town of Pikeville

From: Carol Bowden
Sent: Monday, May 15, 2023 12:02 PM
To: Steven Stroud <Steven.Stroud@waynegov.com>
Cc: 'Yahoo Mail' <dkl1127@yahoo.com>
Subject: FW: [External] - Request for Fireworks Permit for Town of Pikeville

Steve,

Please see the attached request for approval of pyrotechnic use on 7/1/23 in Pikeville, and please let me know if approved or not.

Thank you,
Carol

From: Yahoo Mail <dkl1127@yahoo.com>
Sent: Friday, May 12, 2023 10:19 PM
To: Katie Johnson <katie.johnson@waynegov.com>; Carol Bowden <Carol.Bowden@waynegov.com>
Subject: [External] - Request for Fireworks Permit for Town of Pikeville

The request for Fireworks permit for the Town of Pikeville for 7/1/23 is attached.

Thank you,
Dennis Lewis

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2023-15 GRANTING HALE ARTIFICIER, INC. PERMISSION TO USE
PYROTECHNICS FOR THE TOWN OF SEVEN SPRINGS ON JULY 1, 2023.**

WHEREAS, the Board of Commissioners of Wayne County has received a request from Hale Artificier, Inc. for permission for pyrotechnics to be exhibited, used, and discharged in a safe and proper manner under the supervision of experts for a fireworks celebration on July 1, 2023, in the Town of Seven Springs, North Carolina, as provided by North Carolina General Statute 14-410; and

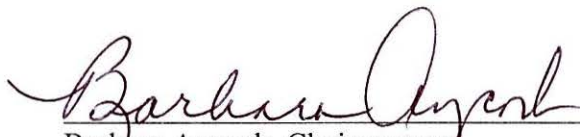
WHEREAS, it is the intention of Hale Artificier, Inc. to use said display in a public celebration; and

WHEREAS, it appears to the Wayne County Board of Commissioners that a permit to use pyrotechnics should be given for such celebration as provided by North Carolina General Statutes 14-410 and 14-413; and

WHEREAS, the Wayne County Inspections Department has approved the fireworks display and show plan for Hale Artificier, Inc. located at the Town of Seven Springs, North Carolina on July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Board of Commissioners that Hale Artificier, Inc. is hereby given permission to use pyrotechnics under the supervision of an expert at their public celebration to be held on July 1, 2023, contingent upon the individual or entity who will use, handle or discharge the pyrotechnics providing to the Clerk to the Wayne County Board of Commissioners a Certificate of Registration, which will be effective on July 1, 2023, proof of insurance as required by statute and the proper permits through the County of Wayne.

This the 6th day of June, 2023.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



Carol Bowden

From: Yahoo Mail <dkl1127@yahoo.com>
Sent: Friday, May 12, 2023 9:33 PM
To: Katie Johnson; Carol Bowden
Subject: [External] - Request for Fireworks Permit - Town of Seven Springs
Attachments: Request for Fireworks Seven Springs.pdf

The request for Fireworks Permit for the Town of Seven Springs is attached.

Thank you,
Dennis Lewis

Hale Artificier, Inc.
919-580-7417
dkl1127@yahoo.com

CAUTION

This email originated outside the County of Wayne's network.
Do not open any attachments or click on links unless you trust the sender or expecting this email.

COUNTY OF WAYNE
APPLICATION FOR OPERATIONAL FIRE PERMIT

DATE: MAY 12, 2023NAME OF OWNER(S)/CONTRACTOR: Hale Artificers Inc.PERMANENT 911 ADDRESS: 345 Daisy Court Seaford NCTYPE OF OCCUPANCY/USE: 27292

AMUSEMENT BUILDINGS: _____

CARNIVALS & FAIRS: _____

COVERED MALL BUILDINGS: _____

EQUIPMENT IN ASSEMBLY BUILDINGS: _____

EXHIBITS & TRADE SHOWS: _____

EXPLOSIVES: _____

FLAMMABLE & COMBUSTIBLE LIQUIDS: _____

FUMIGATION & THERMAL INSECTICIDAL FOGGING: _____

LIQUID OR GAS FUELED VEHICLES: _____

PRIVATE FIRE HYDRANTS: _____

PYROTECHNIC SPECIAL EFFECTS MATERIALS: ☒

SALE OF FIRE WORKS: _____

SPRAYING OR DIPPING: _____

TEMPORARY MEMBRANCE STRUCTURES, TENTS & CANOPIES: _____

DISPLAY TO BE FIRED
FROM BRIDGE CROSSING
NEUSE RIVER. ROAD TO
BE CLOSED BY WAYNE
COUNTY SHERIFF'S
DEPARTMENT AS IN
YEARS PAST

TOTAL OPERATIONAL FIRE PERMIT FEE: \$ 85.00

PAYMENT WILL BE MADE
WHEN PYROTECHNICS
DISPLAY IS APPROVED

Hale Artificers Inc.
 CONTRACTOR/OWNER BUSINESS LISTING WITH THE STATE
P.O. Box 778 Seaford NC 27292
 MAILING ADDRESS
AIF 1-NC-057-51-4J-00088
 NC LICENSE NO.
(919) 580-7417 SAME
 MOBILE NO. WORK NO.

1.) CASH PAYMENT:

YES, HOW MUCH? _____

NO CASH PAYMENT WILL BE USED: _____

2.) CHECK PAYMENT:

YES, HOW MUCH? _____

CHECK NO. _____

NO CHECK PAYMENT WILL BE USED: _____

I, _____, HEREBY AUTHORIZE THE WAYNE COUNTY INSPECTIONS DEPARTMENT
 TO CHARGE THE PERMIT FEE TO MY CREDIT CARD.

3.) CREDIT CARD PAYMENT (VISA OR MASTERCARD ONLY)

CREDIT CARD NO.: _____

EXPIRATION DATE (MM/YY): _____ 3 DIGIT CVV/CCID/V-CODE ON THE BACK OF CREDIT CARD: _____

BILLING ADDRESS OF CREDIT CARD: _____

FEE SCHEDULE – UPDATED JULY 1, 2020 A RE-INSPECTION FEE OF \$60.00 WILL BE CHARGED PER RE-INSPECTION
 1.5 TIMES TOTAL PERMIT FEE – ONLY IF WORK IS STARTED BEFORE THE PERMIT IS ISSUED

WAYNE COUNTY INSPECTIONS DEPARTMENT CONTACT INFORMATION:

MAILING ADDRESS: P.O. BOX 227, GOLDSBORO, NC 27533

PHYSICAL ADDRESS: 134 N. JOHN STREET, GOLDSBORO, NC 27533 (3RD FLOOR OF THE JEFFREY'S BLDG IN RM 305)

PHONE NO.: (919) 731-1169 FAX NO.: (919) 705-1815 WEBSITE: WWW.WAYNEGOV.COM



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 05-12-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA, 94954	CONTACT NAME: PHONE (A/C, No, Ext): 415-475-4300 FAX (A/C, No): 415-475-4304 E-MAIL ADDRESS: info@ppibcorp.com <table style="width: 100%;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Certain Underwriters at Lloyd's, London</td> <td>AA-1128623</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters at Lloyd's, London	AA-1128623	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Certain Underwriters at Lloyd's, London	AA-1128623														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Hale Artificier, Inc PO Box 478 Lexington, NC 27293															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PY/23-0039	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Town of Seven Springs; Wayne County are Additional Insured as respects the Class B Aerial Fireworks display(s) on 7/1/2023 located on the Boat Ramp at Springs Rd, Seven Springs, NC. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation applies; 10-day notice for non-payment.

CERTIFICATE HOLDER

CANCELLATION

Town of Seven Springs 301 W Spring Street Seven Springs NC 28578	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan Etter</i>
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: PY/23-0039

PYROTECHNIC LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Town of Seven Springs
301 W Spring Street
Seven Springs NC 28578

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury and Advertising Injury Liability;**
- (ii) **Fire Legal Liability;**
- (iii) **Employee Benefits Liability;**
- (iv) **Bodily Injury or Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards;**
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

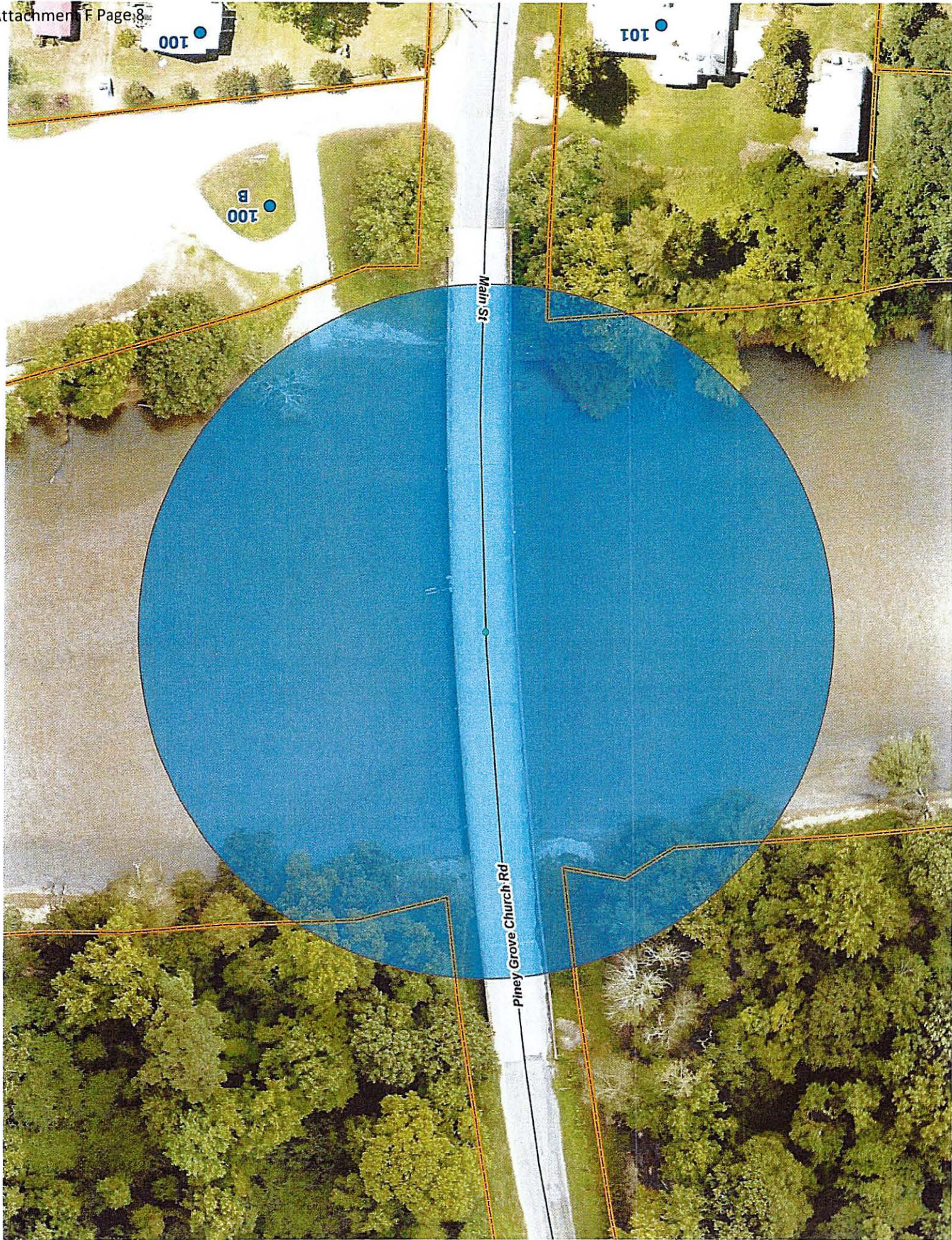
All other terms, exclusions and conditions of this Policy remain unchanged.

PY AI 006 6-14

**MATERIALS LIST
SEVEN SPRINGS
07/01/23**

24 – 1.4 G MULTI SHOT CAKES
100 – 1.4 G 1 ¾" AERIAL SHELLS

NOTE: MORE PRODUCT MAY BE ADDED BUT ALL MATERIALS
WILL CONFORM TO NFPA 1123 AND NC CHAPTER 33



Federal Explosives License/Permit (18 U.S.C. Chapter 40)

圖 2 模型中各變數之定義：① 城市人口密度；② 城市人口總數；③ 城市人口增長率；④ 城市人口總數；⑤ 城市人口增長率；⑥ 城市人口總數；⑦ 城市人口增長率；⑧ 城市人口總數；⑨ 城市人口增長率；⑩ 城市人口總數；⑪ 城市人口增長率；⑫ 城市人口總數；⑬ 城市人口增長率；⑭ 城市人口總數；⑮ 城市人口增長率；⑯ 城市人口總數；⑰ 城市人口增長率；⑱ 城市人口總數；⑲ 城市人口增長率；⑳ 城市人口總數；㉑ 城市人口增長率；㉒ 城市人口總數；㉓ 城市人口增長率；㉔ 城市人口總數；㉕ 城市人口增長率；㉖ 城市人口總數；㉗ 城市人口增長率；㉘ 城市人口總數；㉙ 城市人口增長率；㉚ 城市人口總數；㉛ 城市人口增長率；㉜ 城市人口總數；㉝ 城市人口增長率；㉞ 城市人口總數；㉟ 城市人口增長率；㊱ 城市人口總數；㊲ 城市人口增長率；㊳ 城市人口總數；㊴ 城市人口增長率；㊵ 城市人口總數；㊶ 城市人口增長率；㊷ 城市人口總數；㊸ 城市人口增長率；㊹ 城市人口總數；㊺ 城市人口增長率；㊻ 城市人口總數；㊼ 城市人口增長率；㊽ 城市人口總數；㊾ 城市人口增長率；㊿ 城市人口總數；

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF	ATF - Chief, FELC
Correspondence To	244 Needy Road Martinsburg, WV 25405-9431

License/Permit
Number

1-NC-057-51-4J-00088

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2024

Name
HALE ARTIFICIER INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

345 DAISY COURT
LEXINGTON, NC 27292-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A fixed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER INC
545 NEW BOWERS RD
LEXINGTON, NC 27292-

Licensee/Permittee/Responsible Person Signature

President	Position	Title
8/28/21	Date	

Printed Name _____

Previous Edition is Obsolete

ATF Form 5400.14/5400.15 Part 1
Revised September 2011

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

FEDERAL EXPLOSIVES LICENSE/PERMIT
(18 U.S.C. Chapter 40)

11/16/21

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF
Correspondence To
ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

1-NC-057-20-4L-00921

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2024

Mama Howard

Name

HALE ARTIFICIER, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3185 EAST US HWY 64
LEXINGTON, NC 27292-

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER, INC
545 NEW BOWERS ROAD
LEXINGTON, NC 27292-

Jeff Love
Licensee/Permittee Responsible Person Signature

President
Position/Title

JEFF LOVE
Printed Name

11/16/21
Date

Previous Edition is Obsolete HALE ARTIFICIER, INC 3185 EAST US HWY 64/27292-1-NC-057-20-4L-00921/November 1, 2024-20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

HALE ARTIFICIER, INC.

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Insure the site meets all distance requirements.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.
- F. All mortar racks are to be set up and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

545 NEW BOWERS ROAD, LEXINGTON, NC 27292

WWW.HALEARTFIREWORKS.COM

Outdoor Pyrotechnics
Display

OPERATORS
LICENSE



JAN 2025

Dennis Lewis
License # 1124

HALE ARTIFICIER, INC.

2. Termination and Emergency Procedures

A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will **IMMEDIATELY** halt the display, until such a time that the condition can either be corrected, or deleted from the program.

1. The AHJ will also have the authority to halt the display, should any such condition arise.

2. Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.

B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.

1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.

2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.

C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will **IMMEDIATELY** halt the display.

1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.

2. A situation of this nature could cause the rest of the display to be postponed, or cancelled with the communication and cooperation of the AHJ.

3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.

4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.

HALE ARTIFICIER, INC.

D. Ingress and Egress routes are to to be maintained at all times, and are to remain clear for emergency vehicles and personnel.

1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.
2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.

1. The operator and assistants should allow at least 15 minutes for a "cool-down" period, once the display is completed.
 - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
 - b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

2. Misfired Materials

- a. Identify any and all misfired materials.
- b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
- c. Carefully remove materials from the discharge area.
- d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
- e. Record misfires in the Operator's display report.

3. Dud Shells

- a. Identify any and all dud shells and their location.
- b. No unauthorized personnel are to be allowed in those areas.
- c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.

HALE ARTIFICIER, INC.

- d. Carefully remove dud shells, place into a regulation carton and transport back to Hale Artificier, Inc.
 - e. Record duds in the Operator's display report.
- B. The operator will assist the AHJ in conducting the post-display inspection, and sign off on any documentation the AHJ may require.
- C. Once that inspection is completed, the operator may clear the on-duty Fire Department personnel.
- D. The entire discharge area and fallout zones are to be inspected to insure that there are no duds, misfires, or any other materials left on the display site. If necessary, a site check is to be made early the following morning.
- E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2023-16 GRANTING HALE ARTIFICIER, INC. PERMISSION TO USE
PYROTECHNICS FOR THE TOWN OF PIKEVILLE ON JULY 1, 2023.**

WHEREAS, the Board of Commissioners of Wayne County has received a request from Hale Artificier, Inc. for permission for pyrotechnics to be exhibited, used, and discharged in a safe and proper manner under the supervision of experts for a fireworks celebration on July 1, 2023, in the Town of Pikeville, North Carolina, as provided by North Carolina General Statute 14-410; and

WHEREAS, it is the intention of Hale Artificier, Inc. to use said display in a public celebration; and

WHEREAS, it appears to the Wayne County Board of Commissioners that a permit to use pyrotechnics should be given for such celebration as provided by North Carolina General Statutes 14-410 and 14-413; and

WHEREAS, the Wayne County Inspections Department has approved the fireworks display and show plan for Hale Artificier, Inc. located at the Town of Pikeville, North Carolina on July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Board of Commissioners that Hale Artificier, Inc. is hereby given permission to use pyrotechnics under the supervision of an expert at their public celebration to be held on July 1, 2023, contingent upon the individual or entity who will use, handle or discharge the pyrotechnics providing to the Clerk to the Wayne County Board of Commissioners a Certificate of Registration, which will be effective on July 1, 2023, proof of insurance as required by statute and the proper permits through the County of Wayne.

This the 6th day of June, 2023.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



Carol Bowden

From: Yahoo Mail <dkl1127@yahoo.com>
Sent: Friday, May 12, 2023 10:19 PM
To: Katie Johnson; Carol Bowden
Subject: [External] - Request for Fireworks Permit for Town of Pikeville
Attachments: REQUEST FOR FIREWORKS PIKEVILLE.pdf

The request for Fireworks permit for the Town of Pikeville for 7/1/23 is attached.

Thank you,
Dennis Lewis

Hale Artificier, Inc.
919-580-7417
dkl1127@yahoo.com

CAUTION

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

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

COUNTY OF WAYNE

APPLICATION FOR OPERATIONAL FIRE PERMIT

NAME OF OWNER(S)/CONTRACTOR:

PERMANENT 911 ADDRESS:

TYPE OF OCCUPANCY/USE:

DATE:

AMUSEMENT BUILDINGS: _____

CARNIVALS & FAIRS: _____

COVERED MALL BUILDINGS: _____

EQUIPMENT IN ASSEMBLY BUILDINGS: _____

EXHIBITS & TRADE SHOWS: _____

EXPLOSIVES: _____

FLAMMABLE & COMBUSTIBLE LIQUIDS: _____

FUMIGATION & THERMAL INSECTICIDAL FOGGING: _____

LIQUID OR GAS FUELED VEHICLES: _____

PRIVATE FIRE HYDRANTS: _____

PYROTECHNIC SPECIAL EFFECTS MATERIALS: ☒

SALE OF FIRE WORKS: _____

SPRAYING OR DIPPING: _____

TEMPORARY MEMBRANCE STRUCTURES, TENTS & CANOPIES: _____

TOTAL OPERATIONAL FIRE PERMIT FEE: \$ 85⁰⁰

PAYMENT WILL BE MADE
WHEN PYROTECHNICS
DISPLAY IS APPROVED

Hale Artificier Inc
CONTRACTOR/OWNER/BUSINESS LISTING WITH THE STATE
PO Box 478 Selington NC 27292
MAILING ADDRESS
NTE 1-NC-057-51-4J-00088
NC LICENSE NO
(919) 580-7417 SAME
MOBILE NO. WORK NO.

1.) CASH PAYMENT:

YES, HOW MUCH? _____

NO CASH PAYMENT WILL BE USED: _____

2.) CHECK PAYMENT:

YES, HOW MUCH? _____

CHECK NO. _____

NO CHECK PAYMENT WILL BE USED: _____

I, _____, HEREBY AUTHORIZE THE WAYNE COUNTY INSPECTIONS DEPARTMENT
TO CHARGE THE PERMIT FEE TO MY CREDIT CARD.

3.) CREDIT CARD PAYMENT (VISA OR MASTERCARD ONLY)

CREDIT CARD NO.: _____

EXPIRATION DATE (MM/YY): _____ 3 DIGIT CVV/CCID/V-CODE ON THE BACK OF CREDIT CARD: _____

BILLING ADDRESS OF CREDIT CARD: _____

FEE SCHEDULE - UPDATED JULY 1, 2020 A RE-INSPECTION FEE OF \$60.00 WILL BE CHARGED PER RE-INSPECTION
1.5 TIMES TOTAL PERMIT FEE - ONLY IF WORK IS STARTED BEFORE THE PERMIT IS ISSUED

WAYNE COUNTY INSPECTIONS DEPARTMENT CONTACT INFORMATION:

MAILING ADDRESS: P.O. BOX 227, GOLDSBORO, NC 27533

PHYSICAL ADDRESS: 134 N. JOHN STREET, GOLDSBORO, NC 27533 (3RD FLOOR OF THE JEFFREY'S BLDG IN RM 305)

PHONE NO.: (919) 731-1169 FAX NO.: (919) 705-1815 WEBSITE: WWW.WAYNEGOV.COM



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 04-18-2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PROFESSIONAL PROGRAM INSURANCE BROKERAGE DIVISION OF SPG INSURANCE SOLUTIONS, LLC 1304 SOUTHPOINT BLVD., #101 PETALUMA CA, 94954	CONTACT NAME: PHONE (A/C, No. Ext): 415-475-4300 FAX (A/C, No): 415-475-4304 E-MAIL ADDRESS: info@ppibcorp.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Certain Underwriters at Lloyd's, London</td> <td>AA-1128623</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Certain Underwriters at Lloyd's, London	AA-1128623	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Certain Underwriters at Lloyd's, London	AA-1128623														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Hale Artificier, Inc PO Box 478 Lexington, NC 27293															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	X		PY/23-0039	04/28/2023	04/28/2024	EACH OCCURRENCE \$ 2,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000							
	MED EXP (Any one person) \$							
	PERSONAL & ADV INJURY \$							
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Town of Pikeville; Wayne County are Additional Insured as respects the Class B Aerial Fireworks display(s) on 7/1/2023 located at Dess Memorial Park Pikeville, NC. This policy provides a two-year extended reporting period from the date of the display. 30-day notice of cancellation applies; 10-day notice for non-payment.

CERTIFICATE HOLDER
CANCELLATION

 Town of Pikeville
 105 School St
 Pikeville NC 27883

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: PY/23-0039

PYROTECHNIC LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

Underwriter's at Lloyd's, London: Referred to in this endorsement as either the "Insurer" or the "Underwriters"

This endorsement modifies insurance provided under the following:

SECTION III. PERSONS INSURED

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following entity(ies) is an additional insured pursuant to Section III. e), but only as respects the specific Display or Special Effects listed on the attached Certificate of Insurance:

Name of Person or Organization (Additional Insured):

Town of Seven Springs
301 W Spring Street
Seven Springs NC 28578

Any coverage afforded to any above person or entity as an Additional Insured shall apply only with respect to **Bodily Injury** or **Property Damage** directly resulting from (1) the **Named Insured's** ongoing operations performed for such specific person and entity; or (2) acts or omissions of the Additional Insured in connection with their general supervisions of the **Named Insured's** ongoing operations. Coverage for such person or entity as an Additional Insured does not apply to:

- (i) **Personal Injury** and **Advertising Injury** Liability;
- (ii) **Fire Legal Liability**;
- (iii) **Employee Benefits Liability**;
- (iv) **Bodily Injury** or **Property Damage** which the person or entity is obligated to pay as damages by reason of the assumption of liability under a contract or agreement but this shall not apply to liability for damages the person or entity would have in the absence of the contract or agreement;
- (v) **Property Damage** to: (1) property owned, used or occupied by or rented to such person or entity; (2) property in the care custody, or control of such person or entity or over which such person or entity is for any purpose exercising physical control; or (3) any work, including materials, parts or equipment furnished in connection with such work, which is performed for the person or entity by or on behalf of the **Named Insured**.
- (vi) **Products-Completed Operations Hazards**;
- (vii) Any obligation assumed by the Additional Insured in any contract related to the Display or Special Effects listed in the attached Certificate of Insurance.
- (viii) Such other **Claims, Accidents**, offenses, damages and/or liabilities which may be excluded pursuant to Section V. Exclusions of the Policy.

All other terms, exclusions and conditions of this Policy remain unchanged.

PY AI 006 6-14

**MATERIALS LIST
TOWN OF PIKEVILLE
07/01/2023**

OPENING BARRAGE:

10 – 3" ASSORTED COLOR CHAIN SHELLS

MAIN PROGRAM

160 – 3" ASSORTED SHELLS

96 – 4" ASSORTED SHELLS

30 – 5" ASSORTED SHELLS

GRAND FINALE

150 – 3" ASSORTED COLOR AND SALUTE CHAIN SHELLS

12 – 4" ASSORTED CHAIN SHELLS

NOTE: AS FUNDS ARE STILL BEING RAISED FOR THIS EVENT,
MORE PRODUCT MAY BE ADDED BUT ALL MATERIALS WILL
CONFORM TO NFPA 1123 AND NC CHAPTER 33

Pikeville, NC

Firewoks Site Map

Legend

-  350 Feet Radius
-  Discharge Area
-  FIRE ACCESS
-  Landscape Design

Discharge Area

350 Feet Radius

FIRE ACCESS

Edmundson St

Britt St



400 ft

Google Earth

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

1-0000000001-1-00000001-1-00000001-1-00000001-1-00000001

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
 Martinsburg, WV 25405-9431

License/Permit
Number

1-NC-057-51-4J-00088

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

September 1, 2024

Name
HALE ARTIFICIER INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

345 DAISY COURT
LEXINGTON, NC 27292-

Type of License or Permit

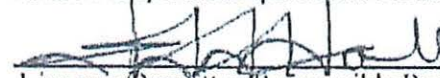
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER INC
545 NEW BOWERS RD
LEXINGTON, NC 27292-


Licensee/Permittee Responsible Person Signature


Position Title

JEFF HALE

Printed Name

8/28/21

Date

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

FEDERAL EXPLOSIVES LICENSE/PERMIT
(18 U.S.C. Chapter 40)

11/16/21 11/16/21 11/16/21 11/16/21 11/16/21

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF ATF - Chief, FELC
Correspondence To 244 Needy Road
Martinsburg, WV 25405-9431

License/Permit
Number

1-NC-057-20-4L-00921

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

November 1, 2024

Name

HALE ARTIFICIER, INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

3185 EAST US HWY 64
LEXINGTON, NC 27292-

Type of License or Permit

20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

HALE ARTIFICIER, INC
545 NEW BOWERS ROAD
LEXINGTON, NC 27292-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Attachment G Page 9

Previous Edition is Obsolete

HALE ARTIFICIER, INC:3185 EAST US HWY 64:272921-1-NC-057-20-4L-00921:November 1, 2024:20-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Outdoor Pyrotechnics
Display

OPERATORS
LICENSE



JAN

2025

Dennis Lewis
License # 1124

HALE ARTIFICIER, INC.

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Insure the site meets all distance requirements.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged, or broken is not to be used in the display.
- F. All mortar racks are to be set up and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric firing) Once all materials are set up, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

545 NEW BOWERS ROAD, LEXINGTON, NC 27292

WWW.HALEARTFIREWORKS.COM

HALE ARTIFICIER, INC.

2. Termination and Emergency Procedures

A. If, at any time before, or during the discharge of a Display, there arises a condition that adversely affects the firing or completion of the Display, the operator will IMMEDIATELY halt the display, until such a time that the condition can either be corrected, or deleted from the program.

1. The AHJ will also have the authority to halt the display, should any such condition arise.
2. Communication between the Operator and the AHJ will be necessary to provide for the continuation of the display.

B. If there is a weather related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the Operator is to cancel the display, and the Rain Date option will be considered.

1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
2. Any materials that do become wet shall not be used, and are to be placed into regulation cartons and returned to Hale Artificier, Inc.

C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent towards or into the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.

1. The safety of the spectators is the primary concern, and the operator is to insure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks, or dropping that part of the display will be done before resuming any firing.
2. A situation of this nature could cause the rest of the display to be postponed, or cancelled with the communication and cooperation of the AHJ.
3. Identification of the errant materials and/or equipment is to be documented in the Operators display report.
4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.

HALE ARTIFICIER, INC.

D. Ingress and Egress routes are to to be maintained at all times, and are to remain clear for emergency vehicles and personnel.

1. Should there be any reason to need such access, the Operator shall halt all firing, and suspend the display.
2. The Operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

A. Once the display has been completed, the Operator will make the determination to break down the display equipment when he/she finds all conditions safe to do so.

1. The operator and assistants should allow at least 15 minutes for a "cool-down" period, once the display is completed.
 - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
 - b. Once all racks and equipment have been cleared, the Operator will approve the break down of the display.

2. Misfired Materials

- a. Identify any and all misfired materials.
- b. Insure that there are no ignition hazards present before handling. All sparks are to be extinguished. E-matches should be disconnected and shunted, and then may be carefully removed.
- c. Carefully remove materials from the discharge area.
- d. Place materials into a regulation carton, and transport back to Hale Artificier, Inc.
- e. Record misfires in the Operator's display report.

3. Dud Shells

- a. Identify any and all dud shells and their location.
- b. No unauthorized personnel are to be allowed in those areas.
- c. Insure that there are no ignition hazards before handling. If necessary, spray with water to extinguish any sparks or flame.

HALE ARTIFICIER, INC.

- d. Carefully remove dud shells, place into a regulation carton and transport back to Hale Artificier, Inc.
 - e. Record duds in the Operator's display report.
-
- B. The operator will assist the AHJ in conducting the post-display inspection, and sign off on any documentation the AHJ may require.
 - C. Once that inspection is completed, the operator may clear the on-duty Fire Department personnel.
 - D. The entire discharge area and fallout zones are to be inspected to insure that there are no duds, misfires, or any other materials left on the display site. If necessary, a site check is to be made early the following morning.
 - E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.



TO: Wayne County Board of Commissioners

FROM: Noelle Woods, Wayne County Purchasing Manager *NW*

DATE: May 18, 2023

SUBJECT: Approval to Award the Detention Center Commissary Services

Quotes were received from three companies to provide Detention Center Commissary Services for Wayne County. Oasis Management Systems Inc., Trinity/Keefe, and Kimble's provided proposals to the County. We have attached the proposals for your reference. The Committee respectfully request Wayne County Board of Commissioners approve the proposal submitted by Oasis Management Systems Inc. contingent upon attorney review and approval.



County of Wayne

Memorandum of Award

Three (3) quotes and an MOA are required for purchases of \$5,000 or more. Document quotes received or the reason why they were not obtained below.

Description of Purchase Commissary for Inmates in Detention Center

Is this purchase being made with Federal Grant Funds? N (Y/N)

If yes, make sure to use the Uniform Guidance Procurement checklist before proceeding.

Debarments lists (3) have been checked for contracts Y (Y/N)

Vendor-Company Name
(Lowest to highest bidder)

Price Quote Amount

1. Oasis Mgt. Systems Inc.

\$40.5% of net commissary sales

2. Trinity/Swanson

\$45% of net commissary sales

3. Kimble's

\$44.5% of net commissary sales

Reason for not using the lowest, responsive, responsible bidder: Sole Source Letter Provided along with back up documentation.

Oasis will be delivering commissary once per week including during weeks of major holidays. Oasis was quick to submit quote and has kept in weekly contact. Oasis has excellent reviews from counties they service and from other companies that interact with Oasis. Oasis only provides inmate commissary service so they are not distracted by other lines of business. Oasis has a history of taking over commissary operations from other vendors and increasing revenues an average of 15%-30%. All items on the commissary list are in stock in their warehouse located in Raleigh, NC. Oasis is closer and can respond within an hour if needed. Oasis can provide

next day delivery to our Facility. Oasis will provide operational and IT support
when needed and provide quarterly visitation to cover sales reports.

Tammy Mozinga

Department Manager

May 5, 2023

Date

Inmate Commissary Agreement

Wayne County Detention Center

THIS AGREEMENT, made this fourth day of May 2023, by and between Oasis Management Systems, Inc., a Georgia Corporation, with its principal offices located at 5320 Lake Pointe Center Drive, Suite A, Cumming, Georgia 30041 (hereinafter referred to as "Oasis") and the County of Wayne, a body politic and corporate under the laws of the State of North Carolina d/b/a Wayne County Detention Center 207 East Chestnut Street, Goldsboro, NC 27530 (hereinafter referred to as "Client").

1. RIGHT AND TERM. Oasis is hereby given and granted the exclusive right to operate all commissary services on the premises and online sales for the Wayne County Detention Center in Goldsboro, NC. All profits or losses from the commissary operations will be for Oasis' account. The term of this agreement will begin on July 10th, 2023 and continue in force until July 10th, 2026. The County shall have the option to renew for two (2) additional one (1) year terms after providing Oasis with written notification. After five years, this agreement would then continue for additional one-year terms until terminated by either party upon written notice at least (90) ninety days prior to the anniversary date.

2. RELATIONSHIP OF PARTIES. The parties intend that Oasis will be an independent contractor of Client. Nothing herein will be construed to create a partnership or employment relationship between the parties and neither will have the authority to bind the other in any respect.

3. DUTIES OF OASIS. (a) Inmate Commissary: Oasis will provide scheduled inmate commissary service to the inmates of the Client once per week. Oasis will integrate with the phone vendor's tablets to allow for commissary ordering. (b) Oasis shall operate from an off-site location. (c) Oasis shall package all orders in sealed clear plastic bags, contain a packing list in two copies, and list inmate balance remaining. (d) Compliance with Laws and Obtaining Licenses. Oasis will comply with all applicable ordinances, laws, and regulations pertaining to the operations covered by this Agreement and will obtain licenses. (e) Property Insurance. Oasis will maintain insurance policies and client will maintain insurance on its premises, including all Client's property contained therein: for loss or damage by fire or other casualties. Each party hereby waives its respective rights of recovery, including subrogation, against the other's property as a result of fire or other casualties normally covered under standard broad form property insurance. (f) Insurance. Oasis will maintain in force at all times during the term hereof; worker's compensation insurance and public liability insurance.

4. TECHNOLOGY HARDWARE (a) Oasis will install and maintain one (1) Deposit ATM Kiosk for the purpose of depositing funds to individual inmate accounts with a transaction fee not to exceed \$3.50 for cash deposits and \$3.50 for credit card transactions up to \$35.00 and a 10% fee for credit deposits over \$35.00. Oasis will be granted the exclusive right to operate a deposit kiosk at the facility. Once a month, the

facility will issue payment to Oasis clearing the ATM Fee Fund account. (b) Oasis will install and maintain one (1) Booking Manager kiosk in the booking area for the purpose of depositing inmate monies upon intake. (c) Oasis will install and maintain a Debit Card release solution that will allow client to release inmate funds to a debit card with no transaction cost or card cost to the county. (d) Oasis will offer to inmate's friends and family the opportunity to purchase commissary by web ordering exclusively through Oasis. If the facility elects to enable web ordering, Oasis will be responsible for the website, payments, web maintenance, packaging and shipment of the commissary order. This is an optional feature and can be cancelled at any time. (e) For usage of the debit calling feature, the inmate will incur a \$1.00 fee to transfer money to their phone account.

5. ACCOUNTING SOFTWARE. Oasis will install and maintain a complete inmate accounting software program. Oasis will provide training on the software installed in the facility without charge. Oasis will integrate with the current jail management system at no cost to the Client.

6. TITLE OF SOFTWARE. The Lockdown accounting software and any other improvements are and will remain the property of Oasis. This accounting software shall comply with Generally Accepted Accounting Principles. New software releases shall be provided to Client without charge. Oasis will retain all proprietary rights to software and software will remain the property of Oasis upon termination of this Agreement. Client will not permit its employees or agents to remove or in any way tamper with or change said software.

7. REMOVAL OF PROPERTY. Within ninety (90) days after the termination of this Agreement, Oasis will remove its software and property from Client's premises upon agreement of both parties.

8. NONDISCRIMINATION. The nondiscrimination clauses contained in Section 202 Executive Order 11246, as amended, relating to equal employment opportunity for all persons without regard to age, race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

9. SAFETY AND SECURITY STANDARDS. Oasis ensures that all of its employees will maintain proper sanitary practices. Client will be allowed to do background checks in pre-qualifying Oasis employees, and Client shall retain the authority and sole and absolute discretion to refuse entry to the jail of any of Oasis's employees, contractors, or agents for security reasons.

10. RECORDS. Oasis agrees to keep an accurate record of all sales in connection with the operation of the commissary and will permit Client to examine such records during normal business hours upon reasonable notice to Oasis.

11. CONTINGENCIES. Neither party will be liable for any nonperformance, in whole or part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the control of the party such as war, sabotage, riot or other acts of civil disobedience, acts of third parties not within the control of the party, shortages of fuel, failures of power, accidents, fires, explosions, floods, or other acts of God. In the event that any such contingency occurs, the party whose performance is affected will have a reasonable time in which to resume performance.

12. CHANGE OF SCOPE. Should an event occur that affects commissary revenue, such as a substantial decrease in inmate population, the facility charging a booking fee, daily rate for being in jail, room and board rate, telephone commissary connection fees, installation of inmate tablets, or any other process that would debit an inmate's account over and beyond what is currently in place or the facility decides that Oasis staff will distribute commissary orders to the inmates, Oasis and Client will negotiate new financial arrangements within ten (10) days after written notice to Client.

13. NEW PRODUCTS, PROGRAMS, PRICING. Oasis shall offer a large selection of items and quality brand-name products. Selection and variety may be adjusted as mutually agreed upon by both parties. Any and all new products and/or specialty programs must be reviewed and approved by Client before being placed on menu or into service. Prices for the commissary items may not be higher than comparable items offered for retail sale in a sampling of drugstores and convenience stores in the local area.

14. INDIGENT PACKAGES. Oasis agrees to provide indigent packages to Client at an agreed upon price if Client so desires. This cost will be deducted from Client's gross commission. Oasis agrees to provide Client with all indigent billing information.

15. WAIVER. Failure of either party to enforce any term of this Agreement on one or more occasions will not constitute a waiver to enforce such or any other term on any other occasion.

16. MODIFICATION. This Agreement shall not be modified or amended unless said modification or amendment is in writing and signed by both parties.

17. ENTIRE AGREEMENT. This Agreement and the Exhibits hereto contain the entire understanding of the parties with respect to the subject matter hereof.

18. BINDING EFFECT AND DISPUTE RESOLUTION. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors, assigns, and representatives. This Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. Each party agrees 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.

19. NOTICE. Notice means written notice, by certified mail or verified facsimile or personally delivered, to the address in the introductory caption above or at an address either party may designate for itself by written notice to the other.

20. TERMINATION FOR CAUSE. Notwithstanding Paragraph 1, this Agreement may be terminated by either party at any time for cause based upon a material breach of a term or condition hereof by the other party which is not remedied by the other party within thirty (30) days of written notice describing the breach in reasonable detail.

21. FINANCIAL ARRANGEMENTS. (a) Commissions to Client: Oasis will offer commissary once per week and pay a commission rate of 40.5% of net commissary sales. "Net Sales" is defined as total commissary sales minus any applicable taxes, licenses, postal products, and refunds. (b) Ordering Website: Oasis will offer a commission rate of 30.5% net sales generated via the ordering website. (c) Accounting and Reporting. After the end of each week, Oasis will submit a report of Net Sales and an itemization of the Client Commission during the preceding week period. The Client agrees to pay Oasis weekly for all items purchased through the Inmate Commissary. An interest rate of 1 1/2 % will be assessed to all accounts in excess of sixty days. (d) The Client agrees to pay monthly, at a minimum, Oasis the fees collected from the Deposit ATM Kiosk. (e) Offset. Oasis will be entitled to withhold from any amounts due to Client any past due amounts owed to Oasis by Client.

22. CONFLICT OF INTEREST. Oasis represents and warrants that no member of Wayne County or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Agreement, subcontract or other agreement related to the Agreement is in a position to influence or has attempted to influence the making of the Agreement, has been involved in making the Agreement, or will be involved in administering the Agreement.

23. MONITORING AND EVALUATION. Oasis shall cooperate with Wayne County, or with any other person or agency as directed by Wayne County, in monitoring, inspecting, auditing or investigating activities related to the Agreement. Oasis shall permit Wayne County to evaluate all activities conducted under the Agreement. Client shall have the right at its sole discretion to require that Oasis remove any employee of Oasis from Wayne County Property and from performing services under the Agreement following a provision of notice to Oasis of the reasons for Wayne County's dissatisfaction with the services of Oasis' employee.

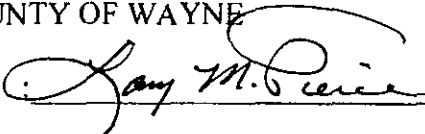
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in the day and year first above written.

OASIS MANAGEMENT SYSTEMS, INC.

BY: 

DATE: 5/4/23

COUNTY OF WAYNE

BY: 

DATE: 5/7/23

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

BY: _____

Finance Director

Wayne County Detention Center, NC

ATTN: Sheriff Larry Pierce

45% Commission Offer on Commissary
45% Commission Offer on Friends and Family
Securepak Program
35% Commission on Vending
45% Commission on Snack Packs
10% Commission Offer on Tablets

Service & Performance Guidelines

- Securepak Friends and Family Package Program
- Snack Pack Program
- Add Part Time Person - 15 hours per week @ \$16.00 per hour
- Replace current tablets with new Telmate system - 10% commission on tablets
- Tuesday Delivery
- New 3 year agreement with auto renewals

Hardware/Software/Technology Offered

- 3 Vending Machines
- New Telmate Tablet system – 4 to1 tablet ratio

Noncommissioned Items

Stamped envelopes / Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by the Jail

1371 Tradeport Drive
Jacksonville, FL 32218
800.392.8381
Attn: Terrance McDaniel
Account Manager

****All hardware, software and wiring will be at no cost to the facility****



Commissary Service Proposal

Prepared for

Wayne County Sheriff's Office

Jail Banking and Inmate Commissary Services

Brad Riley
704-791-5046
bradr@kimblesfood.com

Lee Farnsworth
828-318-9728
leef@kimblesfood.com



January 24, 2023

Wayne County Sheriff's Office / Detention Center
207 East Chestnut Street
Goldsboro, N.C. 27530

Sheriff Peirce, Major Mazingo, and the Wayne County Staff, and Jail Administrator Cable,

We at Kimble's sincerely appreciate the opportunity to provide you with information concerning our Jail Commissary and Inmate Banking Services at the Wayne County Detention Facility. We are excited to be positioned to offer Wayne County services, equipment, and menu prices we have available. We are proud to offer a commission rate of 44.5% on the sale of commissary and related products.

As you review the information we have provided, you will see that we offer a comprehensive and full-service commissary solution. Kimble's believes that an offer of service should be simple and complete and that each jail facility is unique. We believe we have the experience, stability and resources to provide you with the very best possible service, software and technology.

We are excited and enthusiastic about working together with the Wayne County Team to develop a dynamic program that highlights the services and technology that best fits your operation. We also have the privilege of serving over 40 NC Jails. Additionally, our NC Team (Brad Riley, Lee Farnsworth, Eric Jones, Kim Johnson, Phyllis Sims, Robbie Fitzpatrick and Bob Miller) work in North Carolina, allowing us to provide you with a level of service and support unmatched by any other commissary company. Each of these NC Team members stand ready to assist client agencies immediately, including but not limited to equipment repairs, product correction, training, menu adjustment, and much more.

We know that running a jail is a flexible and dynamic responsibility. Kimble's has the flexibility and available resources to modify our operation to meet your needs for the life of our relationship. All our clients are always up to date on the latest technology and services available.

Kimble's is much more than a commissary services company; we are a valued partner to our clients. We strongly believe in personal service and open communication. Again, thank you for the opportunity to provide you this proposal and offer of services. We look forward to building on our already positive relationship with Wayne County and establishing a long-term partnership.

Sincerely,

Brad Riley and Lee Farnsworth
Kimble's Commissary Service

Commissary Proposal for Wayne County Detention Center

Jail Commissary and
Inmate Banking Services

Proposed Services

All equipment, software and support are provided to Wayne County at no cost

- (1) One Lobby ATM Kiosk capable of accepting cash, credit/debit cards. This unit is fully integrated with the Trust Fund Management System, simple to use and requires no assistance or information be provided by facility staff. A receipt is automatically generated for each transaction.
- (1) One Booking Manager Kiosk capable of accepting cash, coins and credit/debit cards. This unit is compact in size and can interface with an existing computer in the booking area.
- Integration with Pay Tel tablets – Through our strategic relationship with Pay Tel Communications we can provide inmates the ability to order store, check account balances and more using the Pay Tel tablets
- All necessary commissary related hardware – including administrative computer, check printer, card swipes, etc. at no cost to the County.
- Secure Web Deposits at www.inmatecanteen.com
- Full feature commissary and trust fund management software package – “TEAM 3”
- Debit-based calling - delivers increases in inmate phone commissions at lower fees to friends and family. Allows inmates to transfer funds from their commissary account to their phone account. Cost is \$0.50 per transfer regardless of amount being transferred.
- Integration with your J.M.S. system (Central Square) at no cost to Wayne County
- Integration with inmate telephone provider, Pay Tel at no cost to the County.
- Credit Card use at Book In - allows arrestees to fund commissary account with a personal debit/credit card increasing your commissary and phone commissions
- Free Inmate Release Debit Cards
- Free Inmate Commissary Phone Ordering System
- Free hardware repair, replacement and upgrades
- Inmate Care Packs for sale to friends and family for delivery to the inmate (all items are approved by the facility).
- “TEAM 3” Investigations module quickly and easily view inmate trust fund activity. (See who’s sending money to whom in your facility)
- Once weekly order processing and “Snack Packs” for midweek sales.

- **Free** unlimited training and technical support at no cost to the facility
- **Accounting** and audit assistance at no cost to the facility
- **Customizable Commissary Menu** allowing Wayne County to choose from over 700 in-stock commissary items.

Snack Packs – Kimble’s will provide “Snack Packs” to Wayne County for sale to inmates between commissary orders. “Snack Packs consist of several top selling commissary food items. The County is paid the same commission on Snack Packs as on regular commissary orders. Kimble’s proposes to have our onsite employee handle the processing of these packs. History has shown that Snack Packs can increase gross commissary sales by over 25%.

Care Packs -Kimble’s has available various care packs for sale to friends and family of inmates via our website. We have a variety of food packs, hygiene packs, and writing packs available. The facility will approve all items sold through the “Care Pack” program. Care Packs are shipped with the regular commissary order each week and will be distributed to the inmates by our onsite employee. The same commission is paid to the County on the sale of Care Packs as on regular commissary. This program has proven to improve inmate morale and increase revenue.

TEAM 3 Trust Fund Accounting Software

- **TEAM 3 SOFTWARE.** Kimble's now offers cloud based software that will change the commissary industry in the Southeast Region. This allows us to move stored data off of a local server and into the cloud for easy access by our staff and yours. Another difference is, Kimble's provides our own Technical Support and doesn't rely on third-party support! When you need assistance, you talk to a Kimble's employee 24 / 7 / 365; you don't have to receive a Support ticket and wait around for help! Kimble's associates will make sure your staff is fully trained on the software and understands the system features that are available. Training and direction is available at no cost remotely any time it is needed and onsite if requested. Kimble's will ensure proper integration with other software as needed at no cost to Wayne County.
- Over the past year Kimble's has worked hard to offer web based software, and now we have the ability to do just that. This system almost completely eliminates the need for county IT involvement. With the acquisition by Turn Key, Kimble's not only can offer web based software, it is written and maintained by our engineers and we own it.
- We can show you many more true values of TEAM 3 software. Our software is supported by Kimble's associates and is backed up by the resources of Turn Key Corrections and their staff of software specialist.

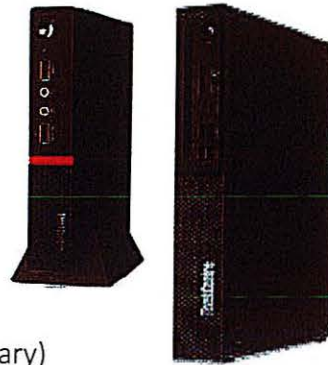
Hardware Provided

1 Admin PC

System Manufacturer: LENOVO

System Model: M715q or M720s (may vary)

OS: Win 10 Pro

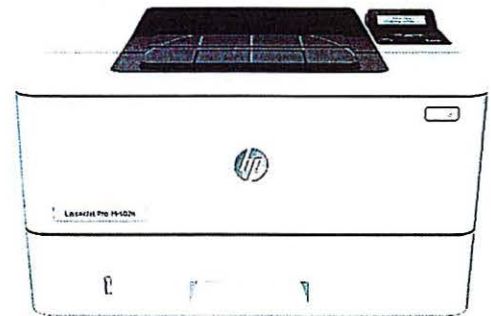


1 Monitor: Planar PLL2450MW or BenQ GL2460HM (may vary)



Printers

Check Printer: HP LaserJet M402n (may vary)



Booking Kiosk

Increased Revenues and Operational Efficiency

- *Eliminates Officers handling cash*
- *Inmate has access to funds immediately*
- *Secure money storage*
- *Eliminates human error*
- *Our kiosks have never accepted a counterfeit bill*
- *Ability to fund account with credit/debit card*

Kimble's provides a unique option for handling deposits during the booking process. Our Booking Kiosk is a very small form factor unit with the desktop footprint similar to that of a folder. It easily sits on a desk, mounted to the wall, or placed on a stand, making it the ideal unit to integrate into crowded booking areas. Our unit will use an existing computer in the booking area, saving space while consolidating and simplifying the booking process.

The Booking Manager accepts bills or coins with casino-grade security features

These units are small, easily integrated into congested booking areas and cost effective. and it has the ability to swipe inmate credit card/debit card at Booking, for convenience of depositing money to Trust Account.

These units, like the touch-screen kiosks, contain the industry's highest quality equipment. We use MEI bill acceptors and coin receivers exclusively. The bill acceptor is casino grade and used throughout the gaming industry. These kiosks eliminate the passing of counterfeit funds.

A counterfeit bill has never been accepted at one of our kiosks.

Specifications

- Accepts coins or bills
- 1000 Bill Capacity
- Very large coin bin
- Top coin-drop for fast loading
- Credit card reader attachment
- Drop slot for unreadable bills
- Integrates with existing PC infrastructure



Lobby Cashier Kiosk

- *No correctional staff involvement*
- *Simple to use*
- *Accepts cash or credit/debit.*
- *Bilingual capabilities*
- *Inmate has immediate access to funds.*
- *Increases revenue and is free to Wayne County*

Our Lobby ATM and Booking Cashier Kiosks are state-of-the-art technology. Kimble's provides all in-house Support Technicians (IT) to ensure that every question or issue is handled immediately and effectively. We don't have to refer calls to a kiosk manufacturer.

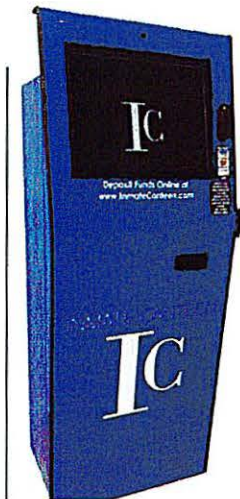
Specifications

- Large 17 inch touch screen
- Dell Small Form Factor PC
- Rugged 16 gauge welded steel enclosure
- Secure tubular locks
- Reliable MEI bill acceptors
- Dependable thermal printer
- MAGTEK credit card reader
- Wall-mounted / rear bolting
- No external cables or screws

These multi-function lobby kiosks provide a convenient way for family and friends to place funds on inmate accounts without involving your staff. Since these units are fully integrated with the Team3 software, the funds can be credited immediately to the inmate accounts for commissary purchase or to satisfy a bond payment.

We at Kimble's realize that if our customers are going to depend on equipment to replace people, then the equipment we provide must be extremely reliable and backed by strong customer support. Should an issue arise, it can typically be resolved via remote access.

There is no cost to the County for this equipment. Friends and family are charged a minimal \$3.00 fee for each cash deposit regardless of the amount deposited. The machines also accept credit and debit cards. A 10% fee (\$3.25 minimum) is added to the deposit amount when credit/debit cards are used



Integration with Pay Tel Communications Tablets

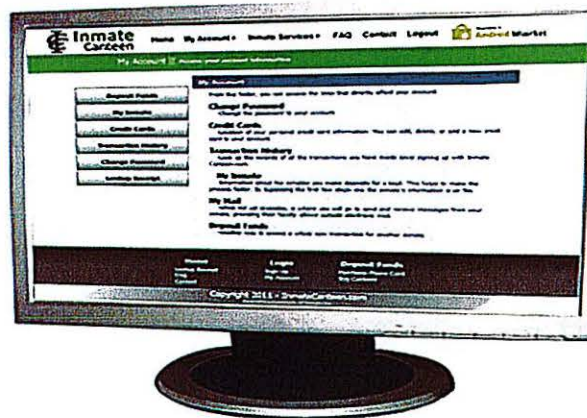
Increased Revenues and Operational Efficiency

- *Allow inmates to:*
 - *Order commissary*
 - *Automatically calculate order.*
 - *Modify commissary order and check account balances.*

Onsite Distribution of Commissary

Kimble's will provide an onsite associate at the Wayne County Detention Facility for 10 hours a week. This employee will distribute orders, distribute snack packs and care packs, provide credits to inmates as needed, answer inmate complaints about commissary and the trust fund, and other duties as necessary.

Web Deposits



Increased Revenues and Operational Efficiently

- *Fully PCI compliant*
- *Friends and family can fund an inmate account anytime, anywhere*
- *Increases facility revenue*
- *Safe and convenient*
- *Requires no staff involvement*
- *Fully integrated with Lockdown*
- *Inmate has access to funds immediately*

Kimble's will provide approved inmate data from Wayne County to our web deposit site (www.inmatecanteen.com) to allow friends and family the ultimate convenience. From a computer or cell phone, friends and family members can use credit and debit cards to place funds directly on inmate accounts or pay a bond without involving your staff. Each day, the total amount of deposits is transferred via ACH to your financial institution.

Our money transfers are completely PCI compliant nationwide. The www.inmatecanteen.com website serves as the single location for inmate web deposits and care pack purchases. Family members only have to create a single account for these services.

Inmate Release Debit Cards

Increased Operational Efficiency

- *ZERO COST*
- *No minimum amount required to load funds*
- *Eliminates the worry of uncashed checks*
- *Eliminates the need to continually reconcile uncashed checks*
- *Free to the inmate for the first 48 hours*
- *Integrated/automated - no staff entry required*
- *Banking grade security*
- *Backed by a nationally recognized Financial Institution*

Do away with the hassle and expense of check writing when an inmate is released. Our debit card program greatly simplifies the release process. With a mouse click and a card swipe, an inmate's balance is placed on a debit card that he or she can use immediately. This option completely removes the possibility of check fraud and once the card is issued, any disputes that arise (e.g., lost card, etc.) are between the issuing bank and the former inmate – not the Jail.

Our program differs from many on the market today as it is tightly coupled within the Team 3 system. Other debit card programs require that the releasing officer bring up a website and enter the inmate's amount into the proper field, creating room for user error such as accidentally entering \$500 instead of \$50 – a mistake for which the jail would be held responsible. Our system removes the need for manual entry - the swipe ensures that the correct amount is issued each and every time.

The table below provides several transaction types and the associated fee structure for released inmates.

Transaction Type	Cardholder Fee
Issue Cost	FREE
Retail Purchase (Wal-Mart, Target, etc.)	FREE
Cash Back at Retailer	FREE
Weekly Account Maintenance Fee	\$2.50
ATM Fee	\$2.95



Qualifications and Experience

The Kimble's principal associates assigned to the Wayne County offer and the contact persons are:

Brad Riley, Territory Manager, Correctional Division
704-791-5046
E-mail> bradr@kimblesfood.com

Lee Farnsworth, Regional Manager, Correctional Division
Phone: (828) 318-9728
FAX: 706-884-0645
E-mail: leef@kimblesfood.com

Robbie Fitzpatrick, Service Coordinator, Correctional Division
Phone: (704)773-1423
FAX: 706-884-0645
E-mail: robbief@kimblesfood.com

Kimble's Food by Design is one of the fastest growing food/service management companies in the country. We have accomplished this new growth by successfully meeting the food, supplies and service management needs of our customers in three separate markets: commissary services, vending, and food service.

Kimble's Food by Design was founded by Kimble Carter in 1985. To facilitate his retirement Mr. Carter sold Kimble's Foods in December of 2021 to another family-owned correctional service company, Turn Key Corrections. Turn Key is much like Kimble's. Old fashion customer service is the cornerstone of both organizations' business model. Kimble's management team has not changed and continues to maintain the high standards demanded by Mr. Carter that we are known for. Kimble's Food by Design has been providing quality service for nearly 40 years with the same high standard of service; yesterday, today and tomorrow.

Kimble's is not bogged down by corporate bureaucracy. Our associates are qualified and empowered to work with you directly to get the job done.

The Corrections Division of Kimble's continues to operate as Kimble's LLC, and continues to operate in the Southeast Region, employing approximately 100+ associates assigned to the Commissary Services Division. Twelve (12) associates are specifically assigned to the commissary Technical Support Unit. Our in-house support team is supported by the resources of Turn Key Corrections including 12 software developers on staff.

Orders for our Carolinas accounts are processed at our new, state of the art fulfillment center located in Concord N.C. In fact, Kimble's employs well over 100 associates in North Carolina. Many of these are assigned to the Skillet Kitchen Division providing food services to facilities all across our state.



TO: Wayne County Board of Commissioners
FROM: Noelle Woods, Wayne County Purchasing Manager NW
DATE: May 18, 2023
SUBJECT: Approval to Award the Tablet Services

Quotes were received from three companies to provide the Detention Center inmates with tablet devices. Paytel, Trinity and Securus provided proposals for commissions to the County. We have attached the proposals for your reference. The Committee respectfully requests Wayne County Board of Commissioners approve the proposal submitted by Paytel contingent upon attorney review and approval. We currently utilize Paytel for our inmate phone services, this would be an addendum to our current contract.



County of Wayne

Memorandum of Award

Three (3) quotes and an MOA are required for purchases of \$5,000 or more. Document quotes received or the reason why they were not obtained below.

Description of Purchase Tablet Services for Inmates

Is this purchase being made with Federal Grant Funds? N (Y/N)

If yes, make sure to use the Uniform Guidance Procurement checklist before proceeding.

Debarments lists (3) have been checked for contracts Y (Y/N)

Vendor-Company Name
(Lowest to highest bidder)

Price Quote Amount

1. Paytel \$ 48% Commission

2. Trinity \$ No Commission

3. Securus \$ 10% Commission

Reason for not using the lowest, responsive, responsible bidder: Sole Source Letter Provided along with back up documentation.

Paytel will provide a tablet for every inmate, law library is free to inmates

Trinity provides 1 tablet for every 20 inmates

Securus will provide a tablet for every inmate, law library is free

Department Manager

Date

**MASTER SERVICES AGREEMENT
ADDENDUM NUMBER 3**

This Addendum, entered into the ____ of _____, 2023, between Wayne County and the Sheriff of Wayne County of the one part, hereinafter collectively "Customer," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel" modifies the Inmate Telecommunications Agreement dated July 1, 2014, as amended by Addendum 1 dated June 10, 2020; and Addendum 2 dated August 26, 2020 (hereafter referred to as the "Agreement").

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and Customer hereby agree to modify the Agreement as follows:

1. **3.0 Term.** The current contract term is hereby extended through June 24, 2028. Thereafter, this Agreement may be renewed for additional one (1) year terms at the discretion of Customer.

2. **Additional Services.**

Inmate Tablets - As the Customer's selected exclusive provider of inmate communications, Pay Tel will provide its comprehensive inteTABLET™ solution for use by inmates as further described in Attachment A herein. Tablets provided are to be placed in circulation for inmate use and regularly charged in the Pay Tel-provided in-pod charging stations for best performance. Customer is responsible for returning broken tablets to Pay Tel for repair (at Pay Tel's expense) as part of the Tablet Quality Assurance program.

inteSCAN™ and Photo Sharing – Pay Tel will implement the inteSCAN™ feature which provides off-site handling and scanning of postal mail. In addition, Pay Tel will activate the feature which enables friends/family to share photos with inmates as further described in Attachment A herein.

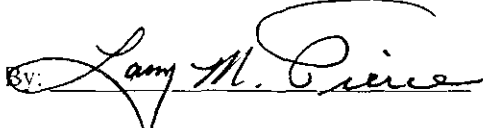
CourtCall – The current deployed solution will be expanded to include a laptop and wireless HDMI sender for the Courtroom 6 and a Kiosk to be installed in the Annex at no cost to Customer.

3. **Exhibit C.** Exhibit C is hereby replaced with the attached, reflecting the current rates and commissions in effect together with the addition of commission payable on remote video visitation revenue.

All other terms contained in this agreement shall remain unchanged.

SHERIFF OF WAYNE COUNTY, NC:

PAY TEL COMMUNICATIONS, INC.:

By: 

By: _____

By: _____
Authorized Agent for Wayne County

By: Vincent Townsend
President, Pay Tel Communications, Inc.

Date: _____

Date: _____

Attest: _____

Attest: _____

ATTACHMENT A

inteleTABLET™, inteleSCAN™ and Photo Sharing*Added by Addendum 3*

inteleTABLET™ handheld devices initial quantity of tablets is estimated to be 352. Adjustments will be made as needed to support facility population changes.

Tablets will be configured to provide the following required applications:

Pathway to Achieve™ Incentive-based Education	PREA information
Entertainment Movies, music, games	Pathways to Faith – Video Sermons and Motivational Content
Entertainment Magazines	Pay Tel Lending Library
Inmate Phone Application	Law Library
inteleMESSAGE™ Inmate Messaging	PREA Information
Photo Sharing	Opioid Video
Reentry – CareerOneStop and Rise4Me™	Commissary Ordering
Inmate Handbook – Inmates will be required to view	Personal Electronic Briefcase (storage of shared photos and mail scans)

The deployment will include:

- Self-Service Charging Stations
- Access Points (APs) installed within pods to support tablet access from common areas and cells
- Pay Tel will perform the installation and training.
- Pay Tel will install necessary wiring for the Access Points
- Pay Tel will order and provision the internet bandwidth necessary to support the tablet functions
- Pay Tel will coordinate the delivery, installation and training schedule with the facility

Pay Tel reserves the right to adjust the cost of excessive intentional damage and/or missing tablets from commissions if such quantities exceed 10% of tablets deployed on an annual basis.

inteleSCAN™ and Photo Sharing

- **inteleSCAN™** off-site postal mail scanning solution
- Photo sharing option allowing friends and family to send photos to inmates via the Pay Tel Connect App or via the Pay Tel website
- Photos will be subject to a preliminary automated screening designed to detect and block photos with adult or risqué content
- Includes Facility user interface for review and approval of scanned mail and shared photos

Customer Responsibilities:

- Customer agrees to participate in Pay Tel's Quality Assurance Program to maximize tablet availability, manage tablet inventory and minimize tablet damage.
- Customer agrees to provide inmate access to tablets throughout the day
- Customer is responsible for reviewing scanned mail using Pay Tel's user interface
- Customer is responsible for reviewing shared photos using Pay Tel's user interface or opting for the automatic approval configuration

MASTER SERVICES AGREEMENT**REVISED - EXHIBIT C**

Revised as part of Addendum 3

RATES AND COMMISSIONS**Effective first full month following Addendum 3 signature date**

Call Type	Collect, Prepaid Collect and Prepaid Debit Card/Debit Rates & Commission		
	Per Call Charge	Per Minute Rate*	Commission
Local	N/A	\$0.17	48%
IntraLATA	N/A	\$0.21	48%
Intrastate	N/A	\$0.21	48%
Interstate + 10 Digit Debit International	N/A	\$0.21	N/A
Debit International – ALL	N/A	\$0.21	48%

* Required North Carolina State Taxes and/or Mandated Federal Universal Service Fund Charges and fees are applied in addition to the above rates and passed through to the taxing or regulatory authority with no mark-up.

Other Services

Service	Rate	Commission
inteleTABLET™	Education and Entertainment earned through Achievement: No Charge	N/A
	Administrative Functions: No Charge	N/A
	inteleMESSAGE: \$.25 per Message	20%
	Photo Sharing: \$.25 per Photo	N/A
	Paid Entertainment: \$.05 per Minute	N/A
	Magazine Library: \$.02 per Minute	N/A
inteleVISIT™	On-site Video Visitation: No Charge	N/A
	Remote Video Visitation: \$.30 minute	20%

Securus Financial Offer Summary

Securus Technologies has carefully designed a solution-based proposal to support and serve Wayne County for all the technology needs. The Securus solution is designed to generate the highest cost savings through automation, deliver proven efficiency improvements, and provide advanced **investigative capabilities, efficiencies with current processes while increasing commission revenues.**

These above mentioned features, coupled with an **aggressive commission** rate for Regular phone calls and Video calls will meet the monetary, safety, and technology needs of Wayne County, the Sheriff's Office, Inmate Welfare, local law enforcement and the community it serves throughout the term of the agreement and going forward.

Securus will deliver a turnkey solution backed by **35 years** of experience in serving law enforcement. Our dedicated project management team will provide a seamless installation and transition, and our specialized dedicated support team will ensure that Wayne County reaps all the benefits of its new system. We are committed to delivering all of the software, hardware and law enforcement tools in the required timeframe and with proper training to ensure the County can utilize the most advanced systems available in the market place today to drive greater efficiency and call completions to increase County revenues.

Provided below is a summary highlighting the key solutions of our offer. Securus' complete solution has included all of the software and hardware required by the County, as well as a number of advanced value-added solutions and services at NO additional cost to Wayne County, NC to help further improve security and efficiency. All of these technologies are proven in facilities nationwide and will drive greater efficiencies, deliver higher returns on investigative activities, and provide additional revenue streams to the County.

Products & Features Included in Offering
Secure Call Platform – Turn Key inmate telephone system with more than 550 features Including Billing Name Address Look Up / Covert Alerts / Personal Identification Numbers (PINs) with Pre-Recorded Names.
Continuous Voice Biometric Verification (IPRO) - Real Time verification and alerts based on an inmate's biometric voice print as well as analytic tools to significantly enhance investigations. Proven investigative capabilities that revolutionize how inmate calls are reviewed.
Important Note: <i>Securus Technologies is the only provider that can deliver voice biometric verification <u>CONTINUOUSLY</u> throughout the entirety of the call.</i> Other ITS providers will write that they "comply" with this but please be aware that they do <u>NOT</u> do it continuously. The voice print for other vendors is typically checked at the beginning and periodically throughout the call. Inmates find a way around their biometrics systems.
Securus Video Visitation kiosks – Video Visitation system offering both on-site and remote paid visitation. Offering remote visitation form a laptop or mobile IOS and Android devices from the Securus application. Automating the scheduling and visitation process for the facility.
18 Inmate Terminals (XL) for the main Jail
10 Inmate Terminals (XL) for the Annex
8 Friends and Family Terminals for onsite visitation at both sites
SecureView Tablets – Tablet system offering educational programs, law library, commissary ordering, job search, and inmate entertainment
Inmate Tablets –1:1 tablet ratio from day one
E-Messaging - Digital communication between inmates and and family via the tablets or video visitation units inside the Detention Center with automatic message review and control based on your standards. 10% Commission paid on E-Messaging.
ICER Inter Communication Evaluation and Reporting Tool uncovering and providing alerts on inmate-to-inmate phone communications.
Threads – Analytic tool that takes advantage of both existing and imported call data to provide focused leads to investigators. This means you can use our centralized data base of phone calls to identify and compile actionable intelligence during investigations in a quicker manner than traditional methods.
Digital Mail Center – Facility mail is received by Securus and scanned electronically for delivery to inmates via the inmate video visitation terminals and/or inmate tablets.
Securus Word Alert – All video visitations sessions will be transcribed within minutes of occurrence, enabling the Sheriff's Office to search by word spoken, set an alert for a word spoken, and export a full transcription of the conversation. Full translation of all transcriptions will be provided at the touch of a button.
GEX Video Visitation monitoring – Monitoring of video visitation by trained Analysts. Facility will have all of remote Video Visitation monitored with daily reports of Video Visitation logs to include visits that occurred without issue and those that were terminated per the Sheriff's Office policies.
GEX Cell phone forensics – Provides data extraction from cellular devices confiscated by the Sheriff's Office with a 72 hour turn around.
Unlimited cell phone forensics

Guarded Exchange Communication Monitoring- Monitoring of Inmate phone calls and E-messaging by Communication Analysts. Communications will be monitored and reports will be produced for any intelligence gathered. Facility will have approximately five (5) percent of their Inmate phone calls and E-messages in addition to all ICER calls at no expense. Choice of calls and messages monitored may be directed by the Sheriff's Office for a focused investigation or from proven Guarded Exchange algorithms.

Financial Offer - 5 year term

Inmate Telephone System

Year 1:

48% Commissions paid on Inmate Telephone Calls including interstate calling

Years 2 through 5 and all renewals:

80% Commissions paid on Inmate Telephone Calls including interstate calling

Securus Video Visitation (Off-Site Family and Friend Video Sessions)

20% Commissions paid on Remote Video Sessions

SecureView Inmate Tablets

10% Commissions on E-messaging and all tablet content

Optional Products

5% commission reduction for GEX video monitoring

3.4% commission reduction for GEX cellular forensics

4.5% commission reduction for Word Alert

9.5% commission reduction for GEX phone monitoring

1% commission reduction for Premium Education

Estimated Monthly Revenue

Current

9k Phones + 0 tablets = 9k

With Securus

Year 1 : 22k Phones +4k tablets = 26k

Years 2 through 5: 36k Phones 4k tablets = 40k



Exclusive for Securus Customers: Correctional Officer Memorial Fund -

We are very proud to be the first vendor in our industry to launch our own program to assist Correctional Officer's families in the time of need. The fund provides financial assistance to families of those corrections officers who lose their lives in the line of duty. Securus will pay 1 year salary to the Officer's family.

Conclusion

Securus has worked hard to develop an offer that fully serves the needs of Wayne County and their constituents. We are committed to providing an offer that incorporates all of your requirements while providing the funds required to support your revenue requirements and world class technology to automate processes with dedicated on-site support to back it up. We recognize that the County may wish to propose modifications to our offers and we are willing to be flexible in any negotiations to best support your operational goals today and going forward.

Securus respectfully requests the privilege of serving Wayne County Inmate Communication needs and looks forward to establishing a long term, mutually beneficial relationship with the County and the community you serve.

This Proposed Financial Offer is valid for 60 days after offer date of 4-21-2023

Wayne County Detention Center, NC

ATTN: Sheriff Larry Pierce

**45% Commission Offer on Commissary
45% Commission Offer on Friends and Family
Securepak Program
35% Commission on Vending
45% Commission on Snack Packs
10% Commission Offer on Tablets**

Service & Performance Guidelines

- Securepak Friends and Family Package Program
- Snack Pack Program
- Add Part Time Person - 15 hours per week @ \$16.00 per hour
- Replace current tablets with new Telmate system - 10% commission on tablets
- Tuesday Delivery
- New 3 year agreement with auto renewals

Hardware/Software/Technology Offered

- 3 Vending Machines
- New Telmate Tablet system – 4 to1 tablet ratio

Noncommissioned Items

Stamped envelopes / Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by the Jail

1371 Tradeport Drive
Jacksonville, FL 32218
800.392.8381
Attn: Terrance McDaniel
Account Manager

****All hardware, software and wiring will be at no cost to the facility****

April 25, 2023

From: Webster McCleave Fisher
4402 Preston Pt.
High Point, North Carolina 27265

To: County/Town of Mount Olive
PO Box 227
Goldsboro, North Carolina 27533

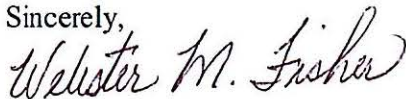
Dear Representative,

I am interested in purchasing the following properties located in Mount Olive, NC, and would like to submit an offer for each. Please see below.

Address	Parcel#	Deed/Book/Page	Offer
125 S. Church Street	2572851652	03701/0711	\$2,500.00
412 S. Church Street	2572851697	03701/0711	\$2,500.00

I can be reached at (910) 379-8889 should you have any additional questions. My email address is pescado01@hotmail.com. Please consider my offer for acceptance. Thank you in advance.

Sincerely,



Webster McCleave Fisher

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2023-17: A RESOLUTION DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING ITS SALE**

WHEREAS, the County of Wayne and Town of Mount Olive have acquired a property interest a piece of property located at, 125 and 412 S. Church Street, Mt Olive, NC having parcel identification numbers of 2572851652 and 2572851697 and being more particularly described in that deed recorded in Deed Book 3701, Page 711 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County and the Town of Mount Olive 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 property described above, in the amount of \$5,000.00, submitted by Webster McCleave Fisher; and

WHEREAS, Webster McCleave Fisher 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 Town of Mount Olive by the Town Council and, pending approval by said body, execute the instruments necessary to convey the property to Webster McCleave Fisher.

Passed and adopted this the ____ day of June, 2023

Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:

Carol Bowden, Clerk to the Board

PUBLIC NOTICE
SALE OF COUNTY PROPERTY

An offer of \$5,000.00 has been submitted for the purchase of certain property owned by the County of Wayne and the Town of Mount Olive located at 125 and 412 S. Church Street, Mount Olive, NC (PIN: 2572851652 & 2572851697) more particularly described as follows:

PIN: 2572851652 / 125 S. Church St., Mount Olive, NC

Being parcels Nos 16, 17, 18, 19, 20 and 21 as shown on a map or plat of Mrs. M E Bostic property in the Town of Mount Olive which map was drawn by James Stewart, C E of Rockingham, to which map or plat reference is hereby made. Being the identical property conveyed to George S. Holmes and wife, Doris Holmes by deed duly recorded in Book 645, Page 313, Wayne County Registry.

PIN: 2572851697 / 412 S. Church St., Mount Olive, NC

Beginning at an iron stake 74 feet from the northern intersection of Kornegay Street and the western intersection of Church Street and runs parallel to Kornegay Street about N. 52 W. 159 feet to a fence post, thence parallel to Church Street about N. 38 30 E. 65 feet to the corner of Marguerite Williford's lot, thence as her line 159 feet to a stake on the west side of Church Street, thence with Church Street about S. 38 30 W. 69 4 feet to the beginning, and being the "Fifth Tract" of Lot No 6 allotted to J B Westbrook in the division of the lands of John W. Westbrook. Being the identical property conveyed to Doris Holmes by deed duly recorded in Book 648, Page 408, Wayne County Registry.

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 Manager, 224 E. Walnut Street, Goldsboro, NC 27530 by 5:00 P.M. on June 26, 20223. 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 \$5,300.00.

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 will be accepted.

Further information may be obtained at the Wayne County Manager's Office, 224 E. Walnut Street, Goldsboro, NC 27530 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: June 10, 2023



NORTH CAROLINA

LEASE AGREEMENT

WAYNE COUNTY

THIS LEASE AGREEMENT ("Agreement") is made and entered into this 6th day of June, 2023, by and between R.E.S. Investors, a limited liability company organized under the laws of the state of North Carolina whose address is 104 Iris Drive, Princeton, Drive, NC 27569; and Bobby Kenneth Jones, II, and wife, Donna E. Jones whose addresses are 6825 Highway 70 East, Princeton, NC 27569 (collectively referred to as "Landlord") and County of Wayne, a body politic and corporate organized under the laws of the state of North Carolina, whose address is PO Box 227, Goldsboro, NC 27533 ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain improved land within the Town of Fremont, North Carolina located at 609 S. Wilson Street, Fremont, NC 27830 (PIN: 3605326474), and

WHEREAS, Tenant desires to lease from Landlord, the land and all improvements thereon for use of government operations (collectively, the "**Permitted Use**"); and

WHEREAS, Landlord is willing to enter into this Lease and allow Tenant to lease the land and improvements described above on the terms, conditions and covenants hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges Landlord and Tenant agree as follows:

ARTICLE I
Premises; Documents

1.1. **Grant; Premises.** In consideration of the full and timely performance by Tenant of all the terms, conditions and covenants of this Lease by it to be kept and performed, including timely payment of amounts due under the Lease, including all Rent, as such term is herein defined, Landlord does hereby lease to Tenant, and Tenant does lease from Landlord, the entire building, consisting of approximately 8,515 rentable square feet, located on the land situated in the Town of Fremont, County of Wayne, State of North Carolina, and which is commonly known as 609 S. Wilson Street, Fremont, NC 27830 ("Land"), together with all buildings, structures, fixtures and other improvements thereon and all hereditaments and appurtenances pertaining thereto (together with the Land, collectively the "Premises"). Tenant shall also have the exclusive use for its customers and employees of all the dedicated parking areas.

1.2. **Subject to Taxes and Landlord's Title.** The Premises are leased subject to all title matters of public record, to public streets and highways, to any matters that an accurate survey or physical inspection of the Premises may show, and to all zoning, governmental environmental conditions, subdivision, building and similar rules, regulations and ordinances now in effect or hereafter enacted (the foregoing referred to collectively as "Title Matters"). Notwithstanding the foregoing, Landlord represents and warrants that it has no knowledge that the Premises or their current use and anticipated future use by Tenant would violate any Title Matters.

1.3. **Covenant for Quiet Enjoyment.** Tenant shall and will, upon paying Rent, and all other amounts that may be due in and owing to Landlord during the Lease Term, and upon fully observing and performing the terms, conditions and covenants herein provided to be observed and performed by Tenant, quietly and peaceably hold and enjoy the Premises for and during the Lease Term, unless this Lease be sooner terminated as provided herein. Prior to the parties' execution of the Lease, upon Tenant providing Landlord proof of its insurance, Tenant, together with its contractors, agents and inspectors, shall have access to the Premises for the purpose of preparing, planning and designing the Premises for Tenant's intended use. Upon request, Tenant further agrees to provide Landlord proof of insurance for any of Tenant's agents visiting the Premises for the purposes outlined above.

ARTICLE II

Term; Rent

2.1. **Term.** Tenant shall have and hold the Premises commencing on July 1, 2023 ("Commencement Date") and terminating on June 30, 2033 (the "Termination Date"). The period from the Commencement Date to the Termination Date is hereafter referred to as the "Lease Term" or "Term". Tenant agrees to pay Rent and the expenses as set forth in Article IV during such period. Said Term shall be subject to the termination provisions in Article X.

2.2. **Base Rent.** The "Base Rent" payable during the Lease Term shall be Twenty Four Thousand and 0/100 Dollars (\$24,000.00) a year.

2.3. **Payment of Rent; Late Charge.** The term "Rent" as used herein shall also mean Base Rent. Tenant shall pay Rent to Landlord, without the necessity for demand, on June 1st of each year of the Lease Term the sum of \$24,000.00 at a place designated by Landlord. If Rent is not received by the twentieth day of the month in which due, a late charge equal to one percent (1%) of the amount due shall be assessed in each month that the Rent remains unpaid, and be immediately due and payable. Tenant shall elect to advance Rent for any period of time it so chooses.

2.4. **Tenant to Surrender Premises in Good Condition.** Upon the expiration or termination of the Lease Term, Tenant shall at its own expense: (a) remove from the Premises all moveable furnishings and other items of personal property and equipment, (b) repair any damage or injury, and make any necessary replacements, caused or necessitated by such removal; (c) remove, in compliance with law, any "Hazardous Material", as defined in Article XIII, that may be present in, on or under the Premises as a result of the actions of Tenant or its employees or invitees; and (d) quit and deliver up the Premises to Landlord, peaceably and quietly, in as good order, condition and repair as the same were on the date this Lease commenced, or were thereafter placed in by Landlord, reasonable wear and tear excepted.

ARTICLE III
Use; Compliance with Laws

3.1. **Permitted Use.** Subject to all the terms and conditions of this Lease, Tenant shall use and occupy the Premises only for the Permitted Use. Tenant shall not use or permit upon the Premises anything that might be dangerous to life or limb unless required with respect to the use permitted under the previous sentence. Tenant shall not in any manner deface or injure the Premises or any part thereof, or overload the floors of the Premises. Tenant shall not do anything or permit anything to be done upon the Premises which would constitute a public or private nuisance or waste, or would tend unreasonably to disturb occupants of neighboring properties, or would cause structural injury to the improvements or cause the value or usefulness of the Premises or any part thereof to diminish in any material respect.

3.2. **Compliance with Laws.** Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or any certificate of occupancy affecting the same (collectively, "Laws"), or for illegal or immoral purposes. Tenant shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exemptions and nonconforming uses), which are now applicable to the Premises, or which have been granted to or contracted for by Tenant or Landlord in connection with any existing or presently contemplated use of the Premises. Notwithstanding the foregoing, Landlord represents and warrants that it has no knowledge that the Premises or their current use and anticipated future use by Tenant would violate any Laws.

3.3. **Permits and Approvals.** Tenant shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses or other authorizations required for its use of the Premises. If the owner of the Premises is required by law to join in any such application, Landlord shall cooperate fully with Tenant in connection with such application, but at Tenant's cost.

ARTICLE IV
Taxes; Utilities

4.1. **Real Estate Taxes.** During the Term of the Lease, Tenant shall pay ANY real estate taxes or municipal assessments which may apply to the Premises.

4.2. **Tenant to Pay for Utilities.** Tenant shall fully and promptly pay all utility charges for the Premises, including, but not limited to, electricity, gas, water, sewer, fuel, internet and phone charges and other common building utility charges.

4.3. **Tenant to Pay for Services.** Tenant shall fully and promptly pay all services provided to the Premises, including, but not limited to, janitorial and cleaning services, trash removal, lawn care and maintenance and landscaping, interior and exterior window washing and pest control.

ARTICLE V
Maintenance; Indemnity; Insurance

5.1. **Maintenance; Indemnity.** Landlord shall keep and maintain, at Landlord's sole expense, the structural walls and foundation of the Premises in good and safe condition (except to the extent repairs, maintenance or replacement are made necessary by the abuse, misuse or negligence of Tenant, its employees, agents or contractors, in which case Tenant shall be responsible for required repairs, maintenance or replacements). Tenant shall be responsible for all other aspects of maintenance of the Premises include but not limited to repairs and replacements as reasonably needed to the roof, the HVAC system, and the parking lot. Tenant shall at all times during the Lease Term, keep any and all other components of the Premises and all fixtures and equipment thereon or therein, including without limitation all plate glass, and other equipment and fixtures, in good repair and safe and working condition.

5.2. **Waiver of Liability.** Landlord shall not be liable to Tenant, or Tenant's agents, employees, customers, or invitees, for injury, death or property damage occurring in, on or about the Premises, except to the extent the same is caused by the negligent, or willful acts of Landlord or its employees, agents, contractors or invitees.

5.3. **General Liability and Related Insurance.** During the Lease Term and any extensions or renewals thereof, and any holdover tenancy Tenant shall obtain and keep in full force and effect, at its sole cost and expense, a policy of comprehensive public liability insurance with respect to the Premises and the business of Tenant thereon, written by a casualty or indemnity company authorized to do business in North Carolina, under which policy Landlord shall be named as an additional insured, and with not less than \$2,000,000.00 single coverage limits for each occurrence of injury or property damage. Prior to the commencement of its business at the Premises, upon request, Tenant shall furnish Landlord with the policy or with a certificate that the insurance is in effect, which shall state that Landlord will be notified in writing thirty (30) days prior to any cancellation, material change or renewal of the insurance.

5.4. **Casualty Insurance.** Tenant shall keep all structures and other improvements constructed, erected or made upon the Premises, insured under an "all risk" form of fire insurance policy, with full extended coverage endorsements added, with coverage equal to the full replacement value of such structures and improvements and all office equipment, furniture, trade fixtures, inventory and all other items of Tenant's property located on the Premises.

5.5. **Insurance; Landlord.** Throughout the Lease Term, Landlord shall maintain, as a minimum, the following insurance policies: (a) property insurance for the Premises' replacement value (excluding property required to be insured by Tenant, it being agreed that Landlord shall have no obligation to provide insurance for such property), less a commercially reasonably deductible if Landlord chooses; and (b) commercial general liability insurance in an amount of not less than \$2,000,000.00. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary. The Tenant shall be named as an additional insured on any of the insurance policies maintained by Landlord during the Term of the Lease or any extension thereof.

5.6. **Worker's Compensation Insurance.** Tenant shall maintain at all times any worker's compensation insurance coverage as may be required by law and, upon request, shall present a certificate of such insurance to Landlord.

5.7. **Waiver of Claims.** Landlord and Tenant hereby waive any and all claims and causes of action against each other based on the destruction of or damage to the Premises or the contents thereof as a result of any cause covered or coverable by the policies of insurance described in this section (but the waiver does not extend to the amount of any deductible under any applicable policy), and agree that their respective insurers shall be bound by this waiver, even if such loss or damage was caused by the fault or negligence of the other party or anyone for whom the other party may be responsible.

5.8. **Damage; Lease Termination.** If the Premise is damaged by casualty, Landlord shall promptly repair the damage, if such repairs can, in Landlord's reasonable opinion, be completed within one hundred twenty (120) days after adjustment of the insurance proceeds to be received due to the damage. If Landlord reasonably determines that repairs can be completed within one hundred twenty (120) days after adjustment of the insurance proceeds, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord hereunder. If Landlord's repairs are not completed within one hundred twenty (120) days following adjustment of the insurance proceeds, Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, provided that if Landlord completes the repairs within such thirty (30) day period, Tenant's notice of termination shall be deemed withdrawn.

ARTICLE VI

Alterations; Signage

6.1. **Alterations.** Tenant may, at its sole cost and expense, expand, alter, remodel or enlarge any now or hereafter existing improvement (any such work, an "Alteration"). All Alterations, including Minor Alterations, shall be constructed or installed in good workman like manner.

6.2 **Signage.** Tenant shall have the right, at Tenant's sole cost and expense, and to the extent permitted by applicable codes and regulations, to place signage on the building and the Premises with materials and colors consistent with Tenant's corporate brand and image.

ARTICLE VII

Assignment and Subletting; Encumbrances

7.1. **Assignment of Tenant's and Landlord's Interest.** Tenant shall not sell, assign or in any manner transfer this Lease or Tenant's interest hereunder without the prior written consent of Landlord in each instance. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed. Consent by Landlord to any sale, assignment, sublease, license, franchise, concession or other transfer shall not be a consent to any other of the same. Tenant and Landlord shall be

entitled to assign or transfer its interest in the Lease to an affiliated entity of Tenant or an entity which is comprised of the same ownership of Tenant.

7.2. **Assignment of Landlord's Interest.** Landlord shall be entitled to assign or transfer its interest in the Lease to an affiliated entity of Landlord

7.2. **Tenant to Place No Mortgage or Lien.** Tenant shall not at any time during the term of this Lease place, suffer or allow any mortgage, or similar security instrument upon its leasehold interest created hereby, even though Landlord's title is superior to the mortgage, deed of trust or instrument.

7.3. **Other Liens Prohibited.** Tenant shall not cause, suffer or acquiesce in the attachment of any other liens or encumbrances, including without limitation, any mechanic's or materialmen's liens, judgment liens, tax liens or liens for the cost of environmental remediation, to the Premises or the Landlord's or Tenant's interest therein.

ARTICLE VIII

Landlord's Curative Rights

8.1. **Landlord's Right to Enter Premises.** Landlord, and its authorized agents or attorney, shall have the right, but not be obligated to enter the Premises: (a) at any time in an emergency, and (b) at other reasonable times during normal business hours and on at least one (1) business day notice to Tenant to: (c) inspect the Premises; (d) and to make such needed repairs, improvements and/or alterations in and to the Premises as are Landlord's obligation hereunder; and (e) to make any repairs, improvements and/or alterations to the Premises that Tenant is obligated to do if Tenant has failed to do so after thirty (30) days' written notice. Landlord shall make reasonable efforts to minimize the disruption to Tenant's business in so doing, and in such case, there shall be no abatement of Rent or any liability on the part of Landlord for any inconvenience, annoyance, or injury to business resulting therefrom.

ARTICLE IX

Condemnation

9.1. **Condemnation.** In the event the Premises or any part thereof shall at any time during the term of this Lease be condemned and taken by right of eminent domain, the damages allowed therefore (whether or not the same be specifically apportioned by the Court or the Commissioner, or by any other body making or supervising such condemnation, and regardless of such apportionment, if any) shall be the sole property of Landlord, except that any separate award for moving expense or for Tenant's trade fixtures shall belong to Tenant. Landlord represents and warrants that it has received no notice of any planned or contemplated condemnation of any part of the Land or the Premises.

9.2. **Rent after Condemnation; Termination.** If the whole of the Premises be condemned and taken, Rent shall cease from the time Tenant shall be deprived of possession of the Premises, and this Lease shall thereupon terminate. If a part, but not the whole, of the Premises be so taken or condemned, then this Lease and all of its provisions shall continue in full force and effect as to the remainder of the Premises not so taken until the expiration of the Lease Term, except

that the Base Rent to be paid by Tenant shall be adjusted as provided in Section 9.3, if the provisions of this Section are applicable. Notwithstanding the foregoing, in the event of a partial condemnation and taking which materially and substantially interferes with the operation of Tenant's business, Tenant shall have the right, by notice given to Landlord not later than sixty (60) days following the date Tenant shall be deprived of possession of a portion of the Premises, to terminate this Lease, and upon giving of such notice, this Lease shall terminate as of the date specified in the notice. Any Rent and other amounts and obligations due hereunder shall be apportioned as of the date.

9.3. **Abatement after Material Taking.** In the event of a partial condemnation if Tenant does not terminate this Lease as herein provided, Base Rent for the Premises shall (in the absence of agreement by the parties) be equitably abated.

ARTICLE X

Default; Termination; Remedies

10.1. **Tenant Default.** The following shall constitute a default by Tenant under this Lease: (a) Tenant fails to make any payment of Rent or any other amount due hereunder and for more than ten (10) days after the same is due and does not correct the same on ten (10) days' written notice; or (b) Tenant shall fail to perform any other term, condition or covenant hereof and shall fail to cure the same within thirty (30) days after given written notice by Landlord. In the event of a Tenant default, Landlord may, without further notice to Tenant, either (i) re-enter the Premises and terminate Tenant's right to possession thereof, without terminating this Lease or (ii) re-enter the Premises and terminate both Tenant's right to possession thereof and this Lease.

10.2. **Payment by Tenant upon Re-entry.** Upon such re-entry, whether or not Landlord shall terminate this Lease, Tenant shall pay to Landlord upon demand all Rent and any other amount due to Landlord at the time of such re-entry. No such re-entry shall be deemed a termination of this Lease unless Landlord notifies Tenant that this Lease is terminated; and any such termination shall be effective only as of the date set forth in such notice.

10.3. **Security Interest.** Landlord shall have no lien, statutory or otherwise, on Tenant's personal property.

10.4. **No Election of Remedy.** No remedy provided to Landlord hereunder shall be deemed an exclusive remedy and the election by Landlord of any such remedy shall not bar Landlord from pursuing any other remedy, for damages or otherwise, whether available to Landlord hereunder or existing at law or in equity.

10.5. **Landlord May Terminate Lease on Tenant's Bankruptcy, etc.** In the event Tenant's interest under this Lease be assigned by operation of law, or in event of the bankruptcy, insolvency, voluntary or involuntary liquidation or winding up of the affairs of Tenant, or in event of any corporate reorganizations or arrangements under the bankruptcy or insolvency laws of the United States of any State involving the interest of Tenant hereunder, Landlord may, at its election, by thirty (30) days' written notice to Tenant, the trustee in bankruptcy, the receiver, or other legal representative in charge of the interest of Tenant hereunder, terminate and cancel this Lease.

10.6. **Mitigation.** Landlord shall use reasonable efforts to mitigate its damages in the event of a default.

10.7. **Landlord Default.** In the event Landlord shall violate, fail to perform or be in breach of any term, condition or covenant hereof and shall fail to cure the same within thirty (30) days after given notice by Tenant, then Tenant may, without further notice to Landlord, cure such failure, violation or breach and Landlord shall reimburse Tenant for the cost incurred by Tenant in such cure.

ARTICLE XI

Subordination; Estoppel

11.1 **Subordination.** This Lease is subject and subordinate to the lien of any mortgage granted by Landlord which may now or hereafter encumber the Premises. In confirmation of such subordination, Tenant shall, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of the mortgage. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease. Notwithstanding anything to the contrary in this Section 11, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of any mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's rights and/or possession hereunder.

ARTICLE XII

Notices

12.1. All notices required or permitted hereunder shall be in writing and shall be deemed given when personally delivered to either Landlord or Tenant at, or when mailed first class, postage prepaid, registered or certified mail to, the addresses specified in the caption of this Lease or by email and upon confirmation thereof. Either party may, by proper notice, change its address hereunder. In the event Landlord or Tenant cannot be found at its address, or at its then current address hereunder, notice shall be deemed given when mailed in as provided above to its last known address, or in the case of Tenant, when personally delivered to an officer of Tenant or its manager at the Premises.

ARTICLE XIII

Environmental Provisions

13.1. **Landlord Representations.** Landlord represents and warrants that as of the Commencement Date: the Premises are not in violation of any Environmental Laws (defined below) and no Hazardous Materials are present on the Premises.

13.2 **Environmental Laws.** Subject to and in reliance upon Landlord's representation in the Section 14.1, Tenant will cause the Premises at all times to remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative order) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances and all as amended and modified from time to time (collectively,

"Environmental Laws"). Tenant agrees to obtain and keep in effect all governmental permits and approvals relating to the use or operation of the Premises required by applicable Environmental Laws, and Tenant agrees to comply with the terms of the same.

13.3. **Hazardous Material.** Tenant will not cause or permit to occur any generation, manufacture, storage, treatment, transportation, release, or disposal of any Hazardous Material, as such term is defined under the Environmental Laws ("Hazardous Material"), on, in, under, about or from the Premises except in minor quantities required for the conduct of Tenant's business and pursuant to handling practices permitted by law. If any Hazardous Material (other than as so permitted by law) is found on the Premises that results from Tenant's breach of the foregoing sentence, or if Tenant or any one of its employees, agents, contractors, suppliers or invitees causes, contributes to or aggravates any release or disposal of any Hazardous Material on, in, under or about the Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Landlord and the appropriate governmental authorities.

13.4. **Notice.** Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to compliance with Environmental Laws. Tenant will, at its sole cost, promptly cure and have dismissed with prejudice any such actions. Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws.

13.5. **Landlord Audits.** Landlord shall have the right at all reasonable times and from time to time on reasonable notice Tenant, to conduct environmental audits of the Premises, and Tenant will cooperate in the conduct of those audits. In exercising its rights under this Section, Landlord will use reasonable efforts to minimize the disruption of Tenant's business. The audits will be conducted by a consultant of Landlord's choosing, and if any Hazardous Material (other than minor quantities handled as permitted by law) is detected or if a violation of any of the warranties, representations, or covenants contained in this section is discovered, the fees and expenses of such consultant will be borne by the party responsible for the presence of such Hazardous Materials or, if such Hazardous Materials are determined to have seeped or traveled from an adjoining property, then Landlord. If Tenant is responsible for such payment, then it will be paid to Landlord on demand.

13.6. **Violations.** If Tenant breaches or fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any Hazardous Material from the Premises. The costs of such Hazardous Material removal and any other cleanup (including transportation and storage costs) will be an additional amount due under this Lease, whether or not a court or administrative agency has ordered the cleanup, due and payable on Landlord's demand. Tenant hereby grants Landlord, its employees, agents and contractors, access to the Premises to remove or otherwise clean up any Hazardous Material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any Hazardous Material from the Premises and nothing in this Lease will be construed as creating any such obligation.

ARTICLE XIV
Miscellaneous

14.1. **Joint and Several Obligation.** Should the Tenant's interest ever be held by two or more individuals, each of the individuals and their respective successors and assigns shall be jointly and severally liable for all the obligations of the Tenant under the terms of this Lease unless released in a writing signed by Landlord.

14.2. **Time is of Essence.** Whenever any payment is to be made under this Lease by Tenant at or within a specified time, or whenever any act is to be done under this Lease by either party at or within a stated time, time is of the essence.

14.3. **No Recording.** Neither party shall record this Lease without the prior written consent of the other; provided that either party may request the other to sign a memorandum of lease in form suitable for recording, and upon such request the other party shall comply and shall permit the recording of such memorandum of lease.

14.4. **Captions.** The captions and headings herein are for convenience and reference only and do not limit or construe the provisions hereof.

14.5. **Severability.** If any term, condition, covenant, agreement or provision of this Lease, or the application thereof to any circumstance shall, to any extent, be held by a court of competent jurisdiction or by any authorized governmental authority to be invalid, void or unenforceable, the remainder of this Lease shall not be affected by such holding, and the remaining terms, conditions, covenants, agreements and provisions hereof shall continue in and be accorded full force and effect.

14.6. **Entire Agreement.** This Lease represents the entire agreement between the parties hereto with respect to the Premises, and there are no agreements, understandings or undertakings relating to the subject matter except as set forth herein, and all prior negotiations and writings between the parties and their representatives, attorneys, brokers and agents are superseded hereby and thereby.

14.7. **Modifications.** This Lease may not be amended, modified or supplemented except by a writing, executed by the party against whom such amendment, modification or supplement is sought to be enforced.

14.8. **No Continuing Waiver.** No waiver of any term, condition, covenant or remedy hereunder or delay in the enforcement of any remedy hereunder in any one instance shall be deemed to be a waiver of any other term, condition, covenant or remedy in such instance or of such waived or delayed term, condition, covenant or remedy in any other instance.

(a) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiesce to, a default.

(b) No waiver of default shall extend to or affect any other default or impair any right or remedy with respect thereto.

(c) No action or inaction by Landlord shall constitute a waiver of default.

(d) No waiver of a default shall be effective unless it is in writing and signed by Landlord.

(e) Landlord's receipt of Rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not deem to be a waiver of such breach.

(f) No act or omission by Landlord, its agents or employees during the term of this Lease shall be deemed an acceptance or a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless it is in writing signed by Landlord.

(g) The delivery of keys to any of Landlord's agents or employees shall not operate as termination of this Lease or a surrender of the Premises.

(h) No payment by Tenant or receipt by Landlord of an amount less than the Rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment, without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

14.9. **Binding.** All of the terms, conditions, covenants, agreements and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and upon their respective personal representatives, heirs, successors and permitted assigns.

14.10. **Attorney's Fees.** In the event any action is brought by Landlord or Tenant to enforce any provision of this Lease, each party shall be responsible for its own attorney's fees and costs of litigation.

14.11. **Force Majeure.** In the event of a Force Majeure Event as such term is defined herein, if a party is unable to perform its obligations hereunder as a result of such Force Majeure Event, the party shall not be liable to for any loss or damage arising therefrom; provided the foregoing shall not affect a party's obligation to pay any sums due hereunder. In the event of a state of emergency or of any order of a federal, state, or local authority prohibiting Tenant from operating as a result of a public emergency (including without limitation a pandemic) whereby Tenant is prohibited from operating for more than thirty (30) days, Tenant shall permitted to withhold paying Rent for so long as Tenant is legally prohibited from operating. Tenant shall repay any Rent that it was permitted to withhold, plus interest at four percent (4%) per annum, within twelve months of Tenant being permitted to resume operations at the Premises. A "**Force Majeure Event**" shall mean any event, circumstance or condition that is outside the a party's control, including, but not limited to, a natural disaster, terrorist activity, war, labor dispute and/or delays, strikes, shortages of labor, materials, equipment, energy, epidemic, pandemic, riot or civil unrest or acts of God.

14.12. **Applicable Law.** This Lease shall be governed and will be construed in accordance with the laws of the State of North Carolina. The parties agree that exclusive venue for all actions, relating in any manner to this Lease will be in the General Court of Justice in Wayne County, North Carolina.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year written.

LANDLORD:

R.E.S. Investors, LLC

Dated: 5-19-23

By: William E. Chandler
Name: William E. Chandler
Its: Member

Bobby Kenneth Jones, II

Dated: 5-19-23

Bobby Kenneth Jones II

Donna E. Jones

Dated: 5-19-23

* Donna E. Jones

TENANT:

County of Wayne

Dated: 6-6-23 BA
5-30-23

By: Chairwoman
Name: Barbara G. Galt
Its: Chairwoman

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

By: Allison W. Speight
Finance Director

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

MEMORANDUM OF LEASE

WAYNE COUNTY

R.E.S. Investors, LLC a limited liability company organized under the laws of the state of North Carolina whose address is 104 Iris Drive, Princeton, Drive, NC 27569; and Bobby Kenneth Jones, II, and wife, Donna E. Jones whose addresses are 6825 Highway 70 East, Princeton, NC 27569 ("Landlords") hereby lease to County of Wayne, a body politic and corporate organized under the laws of the state of North Carolina, whose address is PO Box 227, Goldsboro, NC 27533 ("Tenant") the property described as follows:

609 S. Wilson Street, Fremont, NC 27830 (PIN: 3605326474)

BEING all of Tract 1, containing 1.446 acres, more or less, according to a map and survey of same entitled, "Minor Subdivision for Ken Jones" and prepared by Adrian J. Ball, III, PLS dated March 10, 2003, recorded March 20, 2003, Plat Cabinet M, Slide 3-5, Wayne County Registry.

Landlords and Tenant have entered into a written lease agreement for the Premises ("Lease") dated June 6, 2023 for a term beginning on July 1, 2023 and continuing for maximum period of ten years, including extensions and renewals. The provisions set forth in the Lease are hereby incorporated in this Memorandum.

Witness our hand(s) and seal(s) this 19 day of May, 2023.

LANDLORD:

R.E.S. Investors, LLC

William E. Ormond, Jr.

Name: William E. Ormond, Jr.

NORTH CAROLINA

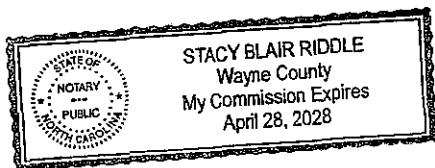
COUNTY OF Wayne

I, Stacy Blair Riddle, Notary Public of Wayne County, do hereby certify that William E. Ormond Jr personally appeared before me this day and acknowledged that he is the Managing Member of R.E.S. Investors, LLC a North Carolina limited liability company, and that he, as the Managing Member, being authorized to do so, executed the foregoing on behalf of said non-profit corporation.

Witness my hand and official seal, this the 19 day of May, 2023.

Stacy Blair Riddle
NOTARY PUBLIC

My commission expires: 4/28/28



Bobby Kenneth Jones, II

Bobby Kenneth Jones, II

Donna E. Jones

Donna E. Jones

NORTH CAROLINA

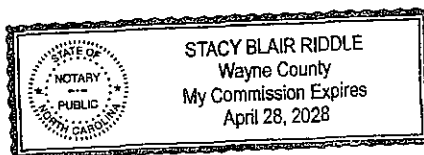
COUNTY OF Wayne

I, Stacy Blair Riddle, Notary Public of Wayne County, do hereby certify that Bobby Kenneth Jones, II and wife, Donna E. Jones personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 19 day of May, 2023.

Stacy Blair Riddle
NOTARY PUBLIC

My commission expires: 4/28/28





TENANT:

County of Wayne

By: Barbara Aycock

Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:

Carol Bowden

Carol Bowden
Clerk to the Board of Commissioners

NORTH CAROLINA
COUNTY OF WAYNE

I, Kayla Whiteley, Notary Public of Wayne County, do hereby certify that Carol Bowden personally appeared before me this day and acknowledged that she is Clerk to the Board of the Commissioners of the COUNTY OF WAYNE, a body politic and corporate, and that by authority duly given and as the act of the County of Wayne, the foregoing instrument was signed in its name by its Chairman, Barbara Aycock, sealed with its seal and attested by herself as its Clerk.

Witness my hand and official seal, this the 10th day of June, 2023.



Kayla Whiteley
NOTARY PUBLIC

My commission expires: March 24, 2024

STATE OF NORTH CAROLINA

INTERLOCAL AGREEMENT FOR UTILITIES
AT NORTHERN WAYNE COUNTY LIBRARY

COUNTY OF WAYNE

THIS INTERLOCAL AGREEMENT ("Agreement") entered into as of the 6th day of June, 2023 by COUNTY OF WAYNE ("County"), a body politic and corporate organized under the laws of the State of North Carolina whose address is PO Box 227, Goldsboro, NC 27533 and the TOWN OF FREMONT ("Town"), a North Carolina Municipal corporation in the County of Wayne, State of North Carolina whose address is PO Box 4, Fremont, NC 27830.

WITNESSETH

WHEREAS, the County operates a library system for the benefit of the citizens of Wayne County; and

WHEREAS, the County operated a branch in the Town of Fremont up until December 2021; and

WHEREAS, the Town owned the building which housed the Fremont library branch and was under agreement with the County to provide all maintenance to the facility;

WHEREAS, in December 2021 the County was forced to closed the branch due mold and roof damage;

WHEREAS, since the closing of the Fremont library the County has worked diligently to secure a facility in Northern Wayne County and has entered into a lease agreement for the building located at 609 S. Wilson Street, Fremont, NC 27830 (PIN: 3605326474); and

WHEREAS, the Town wishes to cooperate with the County to ensure the success of a library branch in northern Wayne County.

NOW, THEREFORE, pursuant to authority in NCGS §160A-460 through NCGS §160A-466 the parties hereto agree as follows:

- 1) The Town will provide water, sewer, and electrical services to 609 S. Wilson Street, Fremont, NC 27830 at no cost to the County.
- 2) The County shall be responsible for all other utility costs including gas, phone, and internet.
- 3) The County shall be responsible for rental payments required under the lease agreement and all maintenance costs associated with the facility.

- 4) The County will operate the facility as part of its library system and oversee all operational aspects of the branch including decisions relating to personnel, operating hours, and community programming.
- 5) This agreement shall remain in effect as long as the County operates the northern Wayne County library branch at 609 S. Wilson Street, Fremont, NC 27830.
- 6) Town agrees to forego the property tax proceeds for 609 S. Wilson Street, Fremont so long as this Agreement is in effect.
- 7) Notices. Any notice required under this Agreement shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested at address listed in the caption above.
- 8) Amendments. Either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.
- 9) Applicable Law. This Agreement shall be governed and will be construed in accordance with the laws of the State of North Carolina. The parties 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.
- 10) Entirety of Agreement. This Agreement constitutes and expresses the entire Agreement and understanding between the parties concerning the subject matter of this Agreement. This document, including exhibits, supersede all prior and contemporaneous discussion, promises, representations, Agreements, and understandings relative to the subject matter of this Contract.
- 11) Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- 12) Sovereign Immunity. The parties do not waive their sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

COUNTY OF WAYNE

By: Barbara Aycock
Barbara Aycock; Chairwoman

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

By: Cathy Nichols
Fremont (cab) Finance Director

TOWN OF FREMONT

By: Darron Flowers
Darron Flowers, Mayor

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

By: Allison Speight
Wayne Co. (cab) Finance Director

MEMORANDUM

To: Wayne County Board of Commissioners

From: Chip Crumpler, Wayne County Manager

Date: May 30, 2023

Re: Project U-4753 004A Wayne Memorial Project – Wayne County right of Way parcel

The NC Department of Transportation has approached the County regarding acquiring a right of way in order to maintain a sight line along the sidewalk on Wayne Memorial Dr as part of project U-4753 004A. There will be no impact to the Maxwell Center sign and there is no planned disruption to the entrance of the convention center.

The Wayne Memorial Project will be adding a hard median that will replace the existing traffic lane separator curb system that is in front of the entrance to the agricultural center.

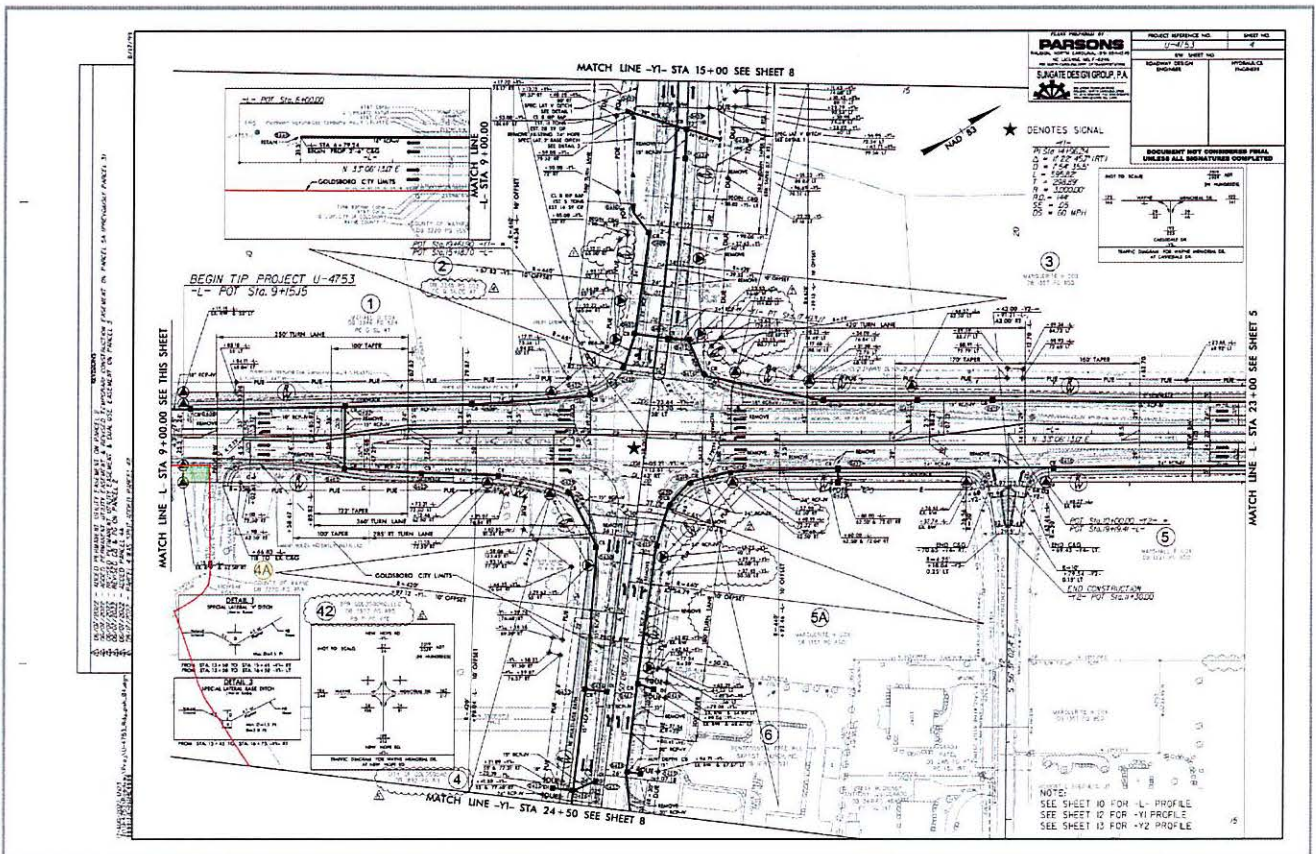
Replacing:



They will also be adding in new sidewalks on both sides of Wayne Memorial.

Below is a street view of the property with the area the DOT is looking to acquire highlighted in green. There is no planned construction for this area. The intent behind the acquisition is to ensure the site view from the new sidewalk is maintained without disruption from landscaping.

The request from NCDOT is that the County be willing to transfer this sight right of way for \$0 dollars.



Carol Bowden

From: Andrew Neal
Sent: Tuesday, June 13, 2023 1:26 PM
To: Carol Bowden
Subject: FW: [External] - Re: Local School Funding



Andrew J. Neal
Staff Attorney
PO Box 227
Goldsboro, NC 27533
Office: 919.705.1713
Fax: 919.988.6495

From: Andrew Neal
Sent: Tuesday, June 6, 2023 11:01 AM
To: Kayla Whitley <Kayla.Whitley@waynegov.com>
Subject: FW: [External] - Re: Local School Funding



Andrew J. Neal
Staff Attorney
PO Box 227
Goldsboro, NC 27533
Office: 919.705.1713
Fax: 919.988.6495

From: Allison Speight <Allison.Speight@waynegov.com>
Sent: Thursday, September 8, 2022 5:06 PM
To: Andrew Neal <andrew.neal@waynegov.com>
Cc: Allison Speight <Allison.Speight@waynegov.com>
Subject: FW: [External] - Re: Local School Funding

Allison W. Speight, CPA, CLGFO
Finance Director
County of Wayne
919-731-1437

From: Lewis, David <davidlewis@wcps.org>
Sent: Wednesday, August 17, 2022 7:50 AM

To: Rouse, Leslie <leslierouse@wcps.org>
Cc: Allison Speight <Allison.Speight@waynegov.com>
Subject: [External] - Re: Local School Funding

Allison and Leslie, I think it will be important for us in years to come to help everyone remember that 20-21 and 21-22 were very unusual for WCPS as we worked to overcome financial troubles. I would not want anyone to think that the county reduced funding in any way - that's not the case at all. It was the stability of local and state funding for those two years that helped us recover quickly from the financial hole we were in. The statistics that are posted on the DPI website don't show that.

David A. Lewis, Ed.D.
Superintendent
Wayne County Public Schools
P.O. Drawer 1797
Goldsboro, NC 27533-1797
919-731-5900 - phone
919-736-5064 - fax

On Tue, Aug 16, 2022 at 5:33 PM Rouse, Leslie <leslierouse@wcps.org> wrote:

Hi Allison,

I wanted to double check with our auditors before responding to your question to ensure that the information reflected by DPI is correct. He confirmed that it was correct with a slight difference in local funding that was provided in the auditor's financial statements. DPI pulls monthly reports from our software system to gather the information provided on their website. In the 2020-2021 year we were able to maximize state dollars to fund items that were normally paid from local funds to be funded through state allotments. This allowed us to "build" a fund balance to pay off the debt that was owed to the School Nutrition Department as well as paying the debt we had with DPI. In that regard, the funding for the debt repayment and any fund balance accumulated will never be listed in the current expense table provided by DPI. The slight difference that I mentioned before pertains to how DPI pulls the information into the table. Our auditors indicated it was a slight difference from what they had in Exhibit 4 of our financial statements and that we would have to contact DPI to further investigate.

Please let me know if you have any further questions pertaining to this. If you need to contact DPI, please reach out to Jennifer Bennett. She is the Senior Director of the Office School of Business, and her email is Jennifer.Bennett@dpi.nc.gov

Thanks!

On Thu, Aug 11, 2022 at 5:08 PM Allison Speight <Allison.Speight@waynegov.com> wrote:

Hey, Leslie,

I was asked by a commissioner to review the local report expenditures on the DPI website b/c there appears to be some inconsistent information with our records. I don't know who to reach out to at DPI to get this corrected, so I

thought I would reach out to you first. The chart below is the current expense expenditures for WCPS for 20-21 & 19-20. If you look at the 19-20 local total, it appears to be in line with our annual funding (\$20.8M). However, when you switch to 20-21, it states the local total spending is only \$11.4M as highlighted below. How can we find out where this information came from and how to correct it?

Thanks so much!

→ ↺ ⚠ Not secure | apps.schools.nc.gov/ords/f?p=145:113::NO::

Munis WIRM Portal NA Goldsboro News Ar... NCVTS BBT Credit Card Co... Wayne County, NC...

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Current Expense Expenditures

Table A7 - Current Expense Expenditures by Source of Funds
[Table A7 - Interactive Report](#)

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Charter/Regional School Personnel

Part IV. Monthly Student Accounting

Select School Year: **School Year 2020-21** ▼

Select LEA: **960 Wayne County Schools** ▼

Table A7 - CURRENT EXPENSE EXPENDITURES BY SOURCE OF FUND

Current Expense Expenditures by
Wayne County School
School Year 2020-21 Final ADM

	Source State	Source Federal	Source Local	Source Total
SALARIES	85,603,071	13,008,404	2,717,366	101,328,841
EMPLOYEE BENEFITS	33,188,492	5,296,751	1,572,629	40,057,872
PURCHASED SERVICES	4,212,313	2,491,265	6,308,675	13,012,253
SUPPLIES & MATERIALS	6,198,171	10,158,002	854,233	17,210,406
INSTRUCTIONAL EQUIP.	249,881	208,510	-48,323	410,068
TOTAL	129,451,928	31,162,932	11,404,580	172,019,440
Percent Total	75	18	7	100

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Table A7 - CURRENT EXPENSE EXPENDITURES BY SOURCE OF FUNDING

Current Expense Expenditures

 Wayne County Schools
 School Year 2019-20 Final

	Source State	Source Federal	Source Local	Source Total
SALARIES	87,877,232	10,818,801	8,894,650	107,590,683
TOTAL	130,149,684	22,056,043	20,821,367	173,027,094
Percent Total	75	13	12	100
EMPLOYEE BENEFITS	33,872,855	4,424,923	2,367,425	40,665,203
PURCHASED SERVICES	4,634,106	1,480,620	7,325,892	13,440,618
SUPPLIES & MATERIALS	3,628,115	5,187,153	2,149,522	10,964,790
INSTRUCTIONAL EQUIP.	137,376	144,546	83,878	365,800

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Allison W. Speight, CPA, CLGFO

Finance Director

County of Wayne

919-731-1437

--

Leslie W Rouse, CSBD, MBA
Chief Finance Officer
Wayne County Public Schools
2001 E. Royall Ave
Goldsboro, NC 27533
919-705-6100

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Journal Proof Report



Journal Number: 713 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104950-518210	401K Retirement Contribution		N	\$75.00	
BUA	1104950-518600	Workers Compensation		N		\$75.00
Journal 2023/11/713				Total	\$75.00	\$75.00

Journal Proof Report



Journal Number: 712 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1175809-562000	Grant Expenditures		N		\$1100.00
BUA	1175809-562000	Grant Expenditures		N	\$1100.00	
Journal 2023/11/712				Total	\$1100.00	\$1100.00

Journal Proof Report



Journal Number: 715 Year: 2023 Period: 11

Description: IT

Reference 1: 576 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104200-552000	Capital Outlay-Computers		N	\$72800.00	
BUA	4908100-599110	Contingency-Capital Outlay		N		\$72800.00
BUA	4908100-598000	Transfers to Other Funds		N	\$72800.00	
BUA	1100000-398400	Transfers from Other Funds-CPF		N		\$72800.00
Journal 2023/11/715				Total	\$145600.00	\$145600.00

Journal Proof Report



Journal Number: 716 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-523100-K-9	Program Supplies		N	\$2500.00	
BUA	1104310-521200	Uniforms		N		\$1250.00
BUA	1104310-532900	Other Communications		N		\$1250.00
Journal 2023/11/716				Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 717 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104311-539900	Inmate Prepared Food Services		N	\$4500.00	
BUA	1104311-569340	Juvenile Detention Shared Exp		N		\$4500.00
			Journal 2023/11/717	Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 718 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-533500	Sewer		N	\$1700.00	
BUA	6324530-533400	Water		N	\$800.00	
BUA	6324530-526100	Office Supplies-NonCaptl FF&E		N		\$1500.00
BUA	6324530-535200	Repairs & Maint-Equipment		N		\$500.00
BUA	6324530-535100	Repairs & Maint-Buildings		N		\$500.00
			Journal 2023/11/718	Total	\$2500.00	\$2500.00

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Journal Number: 719 Year: 2023 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-526100	Office Supplies-NonCaptl FF&E		N		\$3000.00
BUA	1104260-533200	Fuel Oil		N	\$3000.00	
Journal 2023/11/719				Total	\$3000.00	\$3000.00

Journal Proof Report



Journal Number: 720 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6287140-535100	Repairs & Maint-Buildings		N		\$2000.00
BUA	6287140-533400	Water		N	\$2000.00	
Journal 2023/11/720				Total	\$2000.00	\$2000.00

Journal Proof Report



Journal Number: 721 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104318-518310	Employee Assistance Program		N	\$55.00	
BUA	1104318-512210	Overtime-Unsched Straight Time		N	\$1600.00	
BUA	1104318-512100	Salaries and Wages		N		\$1655.00
Journal 2023/11/721				Total	\$1655.00	\$1655.00

Journal Proof Report



Journal Number: 722 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-518310	Employee Assistance Program		N	\$407.00	
BUA	1104310-512210	Overtime-Unsched Straight Time		N	\$2200.00	
BUA	1104310-512100	Salaries and Wages		N		\$2607.00
Journal 2023/11/722				Total	\$2607.00	\$2607.00

Journal Proof Report



Journal Number: 723 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-535300	Repairs & Maint-Vehicles		N	\$1087.00	
BUA	1104260-535200	Repairs & Maint-Equipment		N		\$1087.00
			Journal 2023/11/723	Total	\$1087.00	\$1087.00

Journal Proof Report



Journal Number: 724 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315161-543100	Rental of Copier Equipment		N	\$100.00	
BUA	1315161-532500	Postage		N	\$100.00	
BUA	1315161-532900	Other Communications		N		\$200.00
BUA	1315163-523850	Lab Supplies		N	\$750.00	
BUA	1315163-543100	Rental of Copier Equipment		N	\$150.00	
BUA	1315163-539500	Training		N		\$900.00
BUA	1315164-523850	Lab Supplies		N	\$500.00	
BUA	1315164-519000	Professional Services		N	\$1000.00	
BUA	1315164-523800	Drugs & Related Supplies		N		\$1500.00
BUA	1315192-523850	Lab Supplies		N	\$800.00	
BUA	1315192-523900	Other Medical Supplies		N		\$800.00
			Journal 2023/11/724	Total	\$3400.00	\$3400.00

Journal Proof Report



Journal Number: 730 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315167-519000	Professional Services		N	\$500.00	
BUA	1315167-532110	Telephone-IT		N	\$2000.00	
BUA	1315167-523100	Program Supplies		N		\$2500.00
Journal 2023/11/730				Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 731 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-539800	Security Services		N	\$4847.50	
BUA	1315110-539500	Training		N		\$4847.50
Journal 2023/11/731				Total	\$4847.50	\$4847.50

Journal Proof Report



Journal Number: 732 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315163-534100	Printing		N	\$300.00	
BUA	1315163-537000	Advertising		N		\$300.00
			Journal 2023/11/732	Total	\$300.00	\$300.00

Journal Proof Report



Journal Number: 733 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6287140-535100	Repairs & Maint-Buildings		N		\$2000.00
BUA	6287140-533100	Electricity		N	\$2000.00	
Journal 2023/11/733				Total	\$2000.00	\$2000.00

Journal Proof Report



Journal Number: 734 Year: 2023 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104130-549100	Dues & Subscriptions		N	\$100.00	
BUA	1104130-543100	Rental of Copier Equipment		N		\$100.00
			Journal 2023/11/734	Total	\$100.00	\$100.00

Journal Proof Report



Journal Number: 735 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104180-534200	Reproduction		N	\$2000.00	
BUA	1104180-531100	Travel-Meals & Lodging		N	\$2000.00	
BUA	1104180-534000	Printing & Binding		N		\$4000.00
Journal 2023/11/735				Total	\$4000.00	\$4000.00

Journal Proof Report



Journal Number: 736 Year: 2023 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315117-519000	Professional Services		N	\$70.00	
BUA	1315117-523800	Drugs & Related Supplies		N		\$70.00
BUA	1315124-519000	Professional Services		N	\$1800.00	
BUA	1315124-523950	Medical Equip - Non-Capital		N		\$1800.00
BUA	1315160-519000	Professional Services		N	\$900.00	
BUA	1315160-539500	Training		N		\$400.00
BUA	1315160-529100	Data Processing Supplies		N		\$500.00
BUA	1315161-519000	Professional Services		N	\$1690.00	
BUA	1315161-526000	Office Supplies		N		\$100.00
BUA	1315161-531100	Travel-Meals & Lodging		N		\$300.00
BUA	1315161-523100	Program Supplies		N		\$190.00
BUA	1315161-537000	Advertising		N		\$100.00
BUA	1315161-529100	Data Processing Supplies		N		\$300.00
BUA	1315161-539500	Training		N		\$500.00
BUA	1315161-522000	Food & Provisions		N		\$200.00
BUA	1315192-519000	Professional Services		N	\$40.00	
BUA	1315192-523800	Drugs & Related Supplies		N		\$40.00
Journal 2023/11/736				Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 105 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104130-512200	Overtime-FT		N		\$2477.00
BUA	1104130-512600	Part Time or Extra Help		N	\$2300.00	
BUA	1104130-518000	Social Security-FICA		N	\$143.00	
BUA	1104130-518100	Social Security-Medicare		N	\$34.00	
			Journal 2023/12/105	Total	\$2477.00	\$2477.00

Journal Proof Report



Journal Number: 106 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104325-526000	Office Supplies		N	\$250.00	
BUA	1104325-531100	Travel-Meals & Lodging		N		\$250.00
			Journal 2023/12/106	Total	\$250.00	\$250.00

Journal Proof Report



Journal Number: 107 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-512100	Salaries and Wages		N		\$267.00
BUA	1104920-518210	401K Retirement Contribution		N	\$267.00	
BUA	1104920-523100	Program Supplies		N		\$223.00
BUA	1104920-525100	Vehicle Supplies-Fuel/Diesel		N	\$223.00	
			Journal 2023/12/107	Total	\$490.00	\$490.00

Journal Proof Report



Journal Number: 104 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104130-512100	Salaries and Wages		N	\$4072.00	
BUA	1104130-512200	Overtime-FT		N		\$4999.00
BUA	1104130-518000	Social Security-FICA		N	\$255.00	
BUA	1104130-518100	Social Security-Medicare		N	\$60.00	
BUA	1104130-518200	Retirement Contribution		N	\$530.00	
BUA	1104130-518210	401K Retirement Contribution		N	\$82.00	
			Journal 2023/12/104	Total	\$4999.00	\$4999.00

Journal Proof Report



Journal Number: 108 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-523100	Program Supplies		N		\$429.00
BUA	1315110-541200	Rental of Buildings		N	\$429.00	
			Journal 2023/12/108	Total	\$429.00	\$429.00

Journal Proof Report



Journal Number: 109 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-535100	Repairs & Maint-Buildings		N		\$150.00
BUA	1104260-535300	Repairs & Maint-Vehicles		N	\$150.00	
			Journal 2023/12/109	Total	\$150.00	\$150.00

Journal Proof Report



Journal Number: 110 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315153-523100	Program Supplies		N	\$500.00	
BUA	1315153-526000	Office Supplies		N	\$1000.00	
BUA	1315153-529100	Data Processing Supplies		N	\$500.00	
BUA	1315153-534100	Printing		N	\$500.00	
BUA	1315153-549100	Dues & Subscriptions		N		\$2500.00
Journal 2023/12/110				Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 111 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-535200	Repairs & Maint-Equipment		N		\$430.00
BUA	1104260-535300	Repairs & Maint-Vehicles		N	\$430.00	
			Journal 2023/12/111	Total	\$430.00	\$430.00

Journal Proof Report



Journal Number: 113 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6676160-595101	Purchase of Inventory-Rental		N		\$4950.00
BUA	6676160-595120	Purchase of Inventory-Resale		N	\$4950.00	
			Journal 2023/12/113	Total	\$4950.00	\$4950.00

Journal Proof Report



Journal Number: 114 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104210-526200	Non-Capital Computer Equipment		N		\$2000.00
BUA	1104210-532900	Other Communications		N	\$2000.00	
Journal 2023/12/114				Total	\$2000.00	\$2000.00

Journal Proof Report



Journal Number: 115 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526000	Office Supplies		N	\$1500.00	
BUA	1104310-532900	Other Communications		N		\$1500.00
			Journal 2023/12/115	Total	\$1500.00	\$1500.00

Journal Proof Report



Journal Number: 116 Year: 2023 Period: 12 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104311-521100	Janitorial Supplies		N	\$4500.00	
BUA	1104311-569340	Juvenile Detention Shared Exp		N		\$4500.00
Journal 2023/12/116				Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 117 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104311-535200	Repairs & Maint-Equipment		N	\$3420.00	
BUA	1104311-569340	Juvenile Detention Shared Exp		N		\$3420.00
			Journal 2023/12/117	Total	\$3420.00	\$3420.00

Journal Proof Report



Journal Number: 118 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-532110	Telephone-IT		N		\$4500.00
BUA	1106110-535300	Repairs & Maint-Vehicles		N	\$4500.00	
			Journal 2023/12/118	Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 119 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-535200	Repairs & Maint-Equipment		N		\$1200.00
BUA	1106110-535300	Repairs & Maint-Vehicles		N	\$1200.00	
Journal 2023/12/119				Total	\$1200.00	\$1200.00

Journal Proof Report



Journal Number: 120 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6676160-532900	Other Communications		N	\$1200.00	
BUA	6676160-544000	Service & Maintenance Contract		N	\$2090.00	
BUA	6676160-595101	Purchase of Inventory-Rental		N		\$2090.00
BUA	6676160-595110	Purchase of Inventory-Alcohol		N		\$1200.00
			Journal 2023/12/120	Total	\$3290.00	\$3290.00

Journal Proof Report



Journal Number: 121 Year: 2023 Period: 12

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6676160-533300	Natural Gas		N	\$4500.00	
BUA	6676160-595110	Purchase of Inventory-Alcohol		N		\$4500.00
			Journal 2023/12/121	Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 122 Year: 2023 Period: 12 Description: Jetport Reference 1: 582 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-335000	Grant Revenues		N		\$189.00
BUA	6324530-399100	Fund Balance Appropriated		N		\$21.00
BUA	6324530-562000	Grant Expenditures		N	\$210.00	
Journal 2023/12/122				Total	\$210.00	\$210.00

Journal Proof Report



Journal Number: 122 Year: 2023 Period: 12 Description: Jetport Reference 1: 582 Reference 2: Reference 3:

Fund Summary

Fund		Account Description	Debit	Credit
632	Jetport Fund			
	632-298002	Est Revenues	\$210.00	
	632-298003	Appropriations		\$210.00
Fund Total			210.00	210.00