



Wayne County, North Carolina Board of Commissioners

September 16, 2025
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.

The briefing began at 8:01 a.m., with County Manager Chip Crumpler reviewing the agenda. He removed item #4 under Unfinished Business.

Finance Director Angie Boswell reviewed the budget amendments.

Planning Director Berry Gray reviewed the call for a public hearing on October 7, 2025, for changes to the electronic gaming ordinance, and a call for a public hearing on October 7, 2025, for a rezoning request on 9.04 acres in Brogden Township from Community Shopping (CS) to Residential (RA-20).

Human Resources Director Sara Larson reviewed the Fifty-Second Amendment to the Position Classification and Pay Plan, and the personnel policy changes under SL 2025-16. Ms. Larson and Assistant County Manager Ginger Moore answered questions from the board and are to follow up with Sheriff Pierce. The Fifty-Second Amendment is to be moved to the October 7th meeting.

Cooperative Extension Director Michelle Estrada reviewed the Farmers Market Vendor fee increase and answered questions from the board.

County Attorney Andrew Neal reviewed the surplus property and NCDOT traffic light agreement for Rosewood schools.

Members Present: Chairwoman Barbara Aycock; George Wayne Aycock, Jr.; Joe C. Daughtery; Chris Gurley; and Tim Harrell.

Members Absent: Vice-Chairman Bevan Foster; and Antonio Williams.

9:00 A.M. CALL TO ORDER - Chairwoman Barbara Aycock

The Wayne County Board of Commissioners met on Tuesday, September 16, 2025, at 9:03 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: Chairwoman Barbara Aycock; Vice-Chairman Bevan Foster;

George Wayne Aycock, Jr.; Joe C. Daughtery; Chris Gurley; Tim Harrell; and Antonio Williams.

Members absent: None

INVOCATION - Commissioner George Wayne Aycock, Jr.

Commissioner George Wayne Aycock, Jr., gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner Tim Harrell

Commissioner Tim Harrell 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 the August 19, 2025, Minutes.
Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the August 19, 2025, Minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the September 16, 2025, Adjusted Agenda.
County Manager Chip Crumpler made the following adjustments to the agenda:
 - Remove Item #4, Discussion of the use of Opioid Settlement Funds for the 9th Judicial District's Accountability and Recovery Courts, under Unfinished Business.
 - Add Budget Amendment #104-Finance, to Consent Agenda.
 - Remove Item #8, Resolution #2025-28: A Resolution Adopting the Fifty-Second Amendment to the Position Classification and Pay Plan for Wayne County, North Carolina, under Consent Agenda.
 - Correct Item #10 to read 'SL 2025-16', under Consent Agenda.
 - Add a Motion to Approve the agreements for the Build Ready grant and the NC Railroad Invest grant for the relocation of water lines (City of Goldsboro and Wayne Water District), and the power lines (Duke Energy), for the Alianza railroad spur project, subject to County Attorney approval and with appropriate budget amendments.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the September 16, 2025, Adjusted Agenda.

SPECIAL PRESENTATIONS

3. Motion to Adopt Resolution #2025-30: A Resolution Honoring the Life of Louis M. Pate, Jr.
Commissioner Joe C. Daughtery read a Resolution honoring the life of Louis M. Pate, Jr., attached hereto as Attachment A.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Adopt Resolution #2025-30: A Resolution Honoring the Life of Louis M. Pate, Jr.

APPOINTMENT COMMITTEE

Commissioner Joe C. Daughtery made the recommendation from the Appointment Committee to appoint Deborah Worley, Brad West, Jeff Parks, Valerie Barwick, Sue McClenny, Ryan Roberson, and Jennifer Johnson as Ex-Officio to the Voluntary Agricultural District Advisory Board, to be voted on at the October 7, 2025, Board of Commissioners meeting.

CONSENT AGENDA

Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the Consent Agenda, as detailed below, by a vote of 6 to 1, with Foster against.

4. Budget Amendments
#65-HD/#69-Sheriff's Office/#72-HD/#78-Library/#82-Library/#86-Sheriff's Office/#88-Sheriff's Office/#89-Finance/#91-HD/#104-Finance
5. Establish a Public Hearing on October 7, 2025 at 9:30am to receive public comments on an amendment to the Wayne County Electronic Gaming Operations Ordinance to remove accessory gaming and add setback restrictions for tobacco/hemp retail operations.
Attached hereto as Attachment B.
6. Establish a Public Hearing on October 7, 2025 at 9:30am to receive public comments on a request to rezone 9.04 acres in Brogden Township from Community Shopping (CS) to RA-20 for property located at the end of Swinson Drive identified as Tax Parcel 2585109656 and 2585008517.
Attached hereto as Attachment C.
7. Motion to Approve the Wayne County Volunteer Fire Department Funding Agreements for all Wayne County Volunteer Fire Departments, as represented by the one attached agreement. *All agreements will be included in the final minutes.*
Attached hereto as Attachment D.
8. Motion to approve amending the Wayne County Personnel Policy to require mandatory criminal background checks of certain employee applicants in compliance with SL 2025-16.
Attached hereto as Attachment E.
9. Motion to approve a revised daily vendor fee structure for special events at the Farm Credit Farmers Market.
Attached hereto as Attachment F.
10. Motion to Approve Change Order #2 for the Parking Lot Drainage Improvements Project. The change order has been approved by the Division of Water Infrastructure and adds \$34,911.07 to the project, which will be funded 100% by State ARPA funds, and appropriate budget amendment.
Attachment hereto as Attachment G.
11. Motion to Approve Change Order #2 for the Perimeter Fence Project. The Change Order has been approved by the

Division of Aviation (DOA) and adds \$11,651.80 to the project, with 90% funded by the State Aid Grant awarded for the project, and appropriate budget amendment.

Attached hereto as Attachment H.

12. Motion to Adopt a Resolution declaring surplus real property and approving the sale of surplus property jointly owned by the Town of Fremont located at 305 N. Vance Street, Fremont (3605651227).

Attached hereto as Attachment I.

13. Motion to Approve NCDOT Inspection and Review Agreement for new Rosewood Middle School Traffic Light, and appropriate budget amendment.

Attached hereto as Attachment J.

14. Motion to Approve The NC Railroad Invest Grant and Build Ready Grant for the Alianza Project for moving a City of Goldsboro water line, Wayne Water District water line, and relocating power lines, contingent on the County Attorney's approval and appropriate budget amendments.

NEW BUSINESS

15. Motion to Adopt Resolution #2025- 29: A Resolution of the County of Wayne, North Carolina, Declaring its official intent to reimburse expenditures for Rosewood Elementary and Rosewood Middle School improvements under United States Department of the Treasury Regulations.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Adopt Resolution #2025- 29: A Resolution of the County of Wayne, North Carolina, Declaring its official intent to reimburse expenditures for Rosewood Elementary and Rosewood Middle School improvements under United States Department of the Treasury Regulations, attached hereto as Attachment K.

16. Motion to approve the Declaration of Easements and Restrictions for Wayne County Business Campus.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the Declaration of Easements and Restrictions for Wayne County Business Campus, attached hereto as Attachment L.

17. Motion to approve the conveyance of Lot 2 and .38 acres of common area at the Wayne County Business Campus to the Wayne County Development Alliance.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the conveyance of Lot 2 and .38 acres of common area at the Wayne County Business Campus to the Wayne County Development Alliance.

18. Motion to Approve the Consulting Agreement with Crossroads Strategies, LLC, the City of Goldsboro, and the County of Wayne.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners approved the Consulting Agreement with Crossroads Strategies, LLC, the City of Goldsboro, and the County of Wayne, by a vote of 6 to 1, with Foster against, and attached hereto as Attachment M.

19. Motion to Reject Davis Kane's proposed Change Order #6 for the HVAC, flooring, and bleacher work at Rosewood Middle School.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved to Reject Davis Kane's proposed Change Order #6 for the HVAC, flooring, and bleacher work at Rosewood Middle School.

PUBLIC COMMENTS

Mr. Melvin Taft spoke about his concerns regarding code enforcement, dog and cat issues, commissioner districts, and the Wayne County Budget.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler had no report.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Antonio Williams stated he attended the NCACC Annual Conference, offered his condolences to the Grady's BBQ family, and attended the DHHS building grand opening.

Commissioner Joe C. Daughtery condolences to the Louis Pate family and commended the Wayne County Board of Education and Public Schools Superintendent for improving school performances.

Commissioner George Wayne Aycock, Jr., thanked the board for covering for him, stated he attended the DHHS building grand opening, and expressed his condolences to the Audrey West family.

Commissioner Chris Gurley expressed his condolences to the Audrey West family, and gave updates on current NCDOT projects.

Commissioner Tim Harrell thanked Mr. Melvin Taft for attending the meeting and for meeting with him on another occasion, discussed attending the Hunt Institute, and stated he attended the NC Child presentation by WAGES, has visited several volunteer fire departments (VFD), served on the Tri-County nomination board, attended the DHHS building grand opening, and the C.I.T.E. building grand opening at Wayne Community College, expressed his condolences to the Louis Pate family, and reminded everyone of the upcoming Wayne Regional Agricultural Fair.

Commissioner Bevan Foster shared conversations he had with EMS/VFD/Sheriff's office employees thanking the Board for their support, and he discussed the mental status of Wayne County employees and the Suicide Prevention/Awareness month.

Chairwoman Barbara Aycock discussed the C.I.T.E. building grand opening, expressed condolences to the families of Audrey West, Grady's BBQ, and Louis Pate, stated she attended the DHHS grand opening, and expressed appreciation for Dr. Marc Whichard and the Board of Education.

CLOSED SESSION

At 8:42 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss matters related to the location or expansion of industries or other businesses in the area served by the public body, and 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 hereby acknowledged.

At 8:57 a.m., upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously declared itself in regular session.

At 10:07 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss matters related to the location or expansion of industries or other businesses in the area served by the public body, and 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 hereby acknowledged.

At 11:50 a.m., upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously declared itself in regular session.

Members Present: Chairwoman Barbara Aycock; Vice-Chairman Bevan Foster (8:43 a.m.); George Wayne Aycock, Jr.; Joe C. Daughtery; Chris Gurley; Tim Harrell; Antonio Williams (8:56 a.m.).

Members Absent: None

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; Staff Attorney Andrew Neal; Finance Director Angie Boswell; IT Director Giorgio Kristev; Friends of Seymour Representative Ken Gerrard (2nd only); and Clerk to the Board Carol Bowden.

ADJOURNMENT

At 11:51 a.m., Chairwoman Barbara Aycock adjourned the Meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board

**NORTH CAROLINA
WAYNE COUNTY**

RESOLUTION #2025-30: A RESOLUTION HONORING THE LIFE OF LOUIS M. PATE, JR.

WHEREAS, the words of Brian Sandoval, "For me, public service is an honor", could have been written for Louis M. Pate, Jr.; and

WHEREAS, the Wayne County Board of Commissioners desires to honor the life of Louis M. Pate, Jr., who spent all his adult life giving to his country and his community; and

WHEREAS, Louis M. Pate, Jr., was born in Duplin County on September 22, 1936, grew up in Hopewell, Virginia, and graduated from Hopewell High School before attending Virginia Tech; and

WHEREAS, Louis M. Pate, Jr., joined the United States Air Force in 1962, met his wife Joyce Garner, served as a B-57 navigator during the Vietnam War, also navigated B-52s and F-111 aircraft; and earned his bachelor's degree and MBA, all over the course of a 20-year military career; and

WHEREAS, Louis M. Pate, Jr., after retiring from the Air Force, began a second career with his father-in-law at Garner Brothers, Inc., the family-owned business in Mount Olive, when another call to serve brought him into local government and then beyond; and

WHEREAS, Louis M. Pate, Jr., served as a member of the Mount Olive Board of Commissioners, as the Mayor of Mount Olive, as a member of the North Carolina House of Representatives, and as a North Carolina State Senator; and

WHEREAS, Louis M. Pate, Jr., a longtime member and leader of First Baptist Church of Mount Olive, also served in the Rotary Club, the church choir, Wayne Oratorio Society, and the Third Century Singers; and

WHEREAS, Louis M. Pate, Jr., is survived by his wife of 59 years, Joyce Garner Pate, their children Lisa and her husband, Lee, Chip and his wife, Catherine, and Francis and her husband, James. He is also survived by his sister Beth and his nine grandchildren.

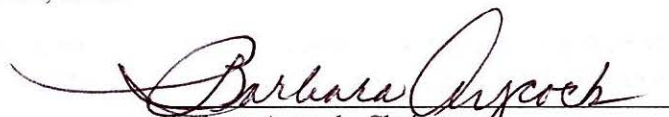
NOW, THEREFORE, BE IT RESOLVED the Wayne County Board of Commissioners wishes to honor and recognize the late Louis M. Pate, Jr., for his decades of unselfish service to the citizens of Wayne County, North Carolina, and the United States of America, and for answering the call to service with such dedication.

Adopted this the 16th day of September, 2025.

Attest:



Carol Bowden
Clerk to the Board


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners



MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: August 13, 2025

Re: Case A-25-02; Electronic Gaming/Tobacco and Hemp Operations Ordinance
Amendment

Background: Staff is asking that the existing Electronic Gaming Operations Ordinance be amended to include tobacco and hemp operations. This ordinance will address concerns with the proximity of these retailers to schools and other sensitive locations. Other jurisdictions with similar restrictions include City of Goldsboro, Wake County, and Cumberland County. Additionally, staff is asking that accessory gaming no longer be permitted.

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

ARTICLE VI. ELECTRONIC GAMING ~~AND TOBACCO/HEMP RETAIL~~ OPERATIONS

Sec. 18-151. Authority and enactment.

- (a) *Authority.* The provisions of this ordinance are adopted under the authority granted by the General Assembly of North Carolina, General Statute 153A-121 and ~~153A-340 through 153A-349~~ **160D-701 through 160D-706** inclusive.
- (b) *Jurisdiction.* The regulations set forth in this ordinance shall be applicable within all unincorporated areas of Wayne County not under the planning and regulatory jurisdiction of a municipality.
- (c) *Title.* This article shall be known as, referred to, and cited as the "Wayne County Electronic Gaming ~~and Tobacco/Hemp~~ Operations Ordinance" and hereinafter referred to as the "ordinance."
- (d) *Effective date.* This ordinance was adopted by the Wayne County Board of County Commissioners on the 4th day of September, 2012.
- (e) *Interpretation.* In interpreting and applying the provisions of this article, those provisions shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, prosperity and general welfare. It is not intended by this ordinance to interfere with or abrogate or annul any easements, covenants, or other agreements between parties; provided, however, that where this ordinance imposes a greater restriction upon electronic gaming operations than are imposed or required by other ordinances, rules, regulations, or by easements, covenants, or agreements, the provisions of this ordinance shall govern. Likewise, where other ordinances, easements, covenants, or other agreements impose additional or greater restrictions than those regulations set forth herein, the more restrictive regulations shall have precedence.

Sec. 18-152. General provisions.

- (a) *Relationship to comprehensive plan.* It is the intention of the board of commissioners that this article implements the planning policies adopted by the board of commissioners for the county, as reflected in the comprehensive plan and other planning documents. While the board of commissioners reaffirms its commitment that this chapter and any amendment to it be in conformity with adopted planning policies, the board hereby expresses its intent that neither this chapter nor any amendment to it may be challenged on the basis of any alleged non-conformity with any planning document.
- (b) *Conformance with this article.* No electronic gaming operation ~~or tobacco and hemp retail operation~~ shall be established as a new operation or continue as an on-going operation, except in conformity with this article.
- (c) *Fees.* Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for permits, variances, and other administrative relief as may be required by this ordinance. The

amount of the fees charged shall be as set forth in the county's budget or as established by resolution of the board of commissioners filed in the office of the clerk to Board of Commissioners. Fees established in accordance with this subsection shall be paid upon submission of a signed application or notice of appeal.

- (d) *Severability.* It is hereby declared to be the intention of the board of commissioners that the sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any such section, paragraph, sentence, clause, or phrase is declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this article since the same would have been enacted without the incorporation into this article of such unconstitutional or invalid section, paragraph, sentence, clause, or phrase.

Sec. 18-153. Definitions.

- (a) *General.* For the purpose of interpreting this article, certain words and terms used are defined in this section. Except as defined in this section, all other words used in this article shall have their standard dictionary definition. For general interpretation, the following shall apply in all uses and cases in this article:

- (1) The present tense includes the future tense, and the future tense includes the present tense.
- (2) The singular number includes the plural number, and the plural number includes the singular number.
- (3) The word "may" is permissive, and the word "shall" is mandatory.
- (4) The word "person" includes a firm, association, operation, partnership, trust, company or corporation, as well as an individual.
- (5) The words "used" or "occupied" include the words "intended, designed or arranged to be used or occupied."
- (6) Words imparting the masculine gender include the feminine and neuter.

- (b) *Word and term definitions.*

Accessory use: A subordinate use, clearly incidental and related to the principal structure or use of land, and located on the same parcel of property or manufactured home or recreational vehicle park space as that of the principal structure or use, except for accessory parking facilities located elsewhere. If a parcel is used for any residential, principal or permitted use, it is not an accessory use.

Adjustment, board of: The board of adjustment is comprised of the members of the Wayne County Board of Commissioners.

Advertising display area: The advertising display surface area encompassed within any polygon that would enclose all parts of the sign by one continuous line, connecting the extreme points or edges of a sign, and using the largest sign area or silhouette visible at any one time

from any one point. The structural supports for a sign, whether they be columns, pylons, or a building, or a part thereof, shall not be included in the advertising area but all other ornamental attachments, inner connecting links, etc., that are not a part of the main supports of the sign are to be included in determining sign area.

Appeal: A request for a review of an interpretation of any provision of this article or a request for a review of a decision by the planning director (or designee), planning board or board of county commissioners.

Board of county commissioners: The board of county commissioners of Wayne County, North Carolina.

Business enterprise: An operation, facility, and/or area where items are sold and/or services are rendered, whether for profit or not.

Business unit: An operation, facility, and/or area where business activities take place under one ownership. A structure might contain multiple business units, if each is under separate ownership.

Certificate of occupancy: A certificate issued by the building inspector or designee that declares that a building, structure, or lot may lawfully be employed for specific uses. Such structure(s) and use(s) shall conform fully to the provisions of all ordinances, including all building codes.

Church: A structure in which persons regularly assemble for religious worship and which is maintained and controlled by a religious body organized to sustain public worship.

Day-care: Includes any child-care arrangement except seasonal recreational programs operated for less than four consecutive months in a year, wherein three or more children less than 13 years of age receive care away from their own home by persons other than their parents, grandparents, aunts, uncles, brothers, sisters, first cousins, guardians or full-time custodians, or in the child's own home where other unrelated children are in care.

Day-care center, adult: An agency, organization, or individual providing daytime care to adults not related by blood or marriage, or not the legal wards of the attendant adult at any place other than an occupied dwelling.

Day care center, adult-family: A private residence where care, protection, and supervision are provided, for a fee, at least twice a week to no more than 6 (six) adults at one time who are not related by blood or marriage.

Day-care facility: Any day-care center or child-care arrangement that provides day-care for more than five children, not including the operator's own school-aged children, under the age of 13, on a regular basis of at least once per week for more than four hours but less than 24 hours per day, regardless of the time of day and regardless of whether the same or different children attend. The following are not included: public schools; non-public schools whether or not accredited by the State Department of Public Instruction, that regularly and exclusively provide a course of grade school instruction to children who are of public school age; summer camps having children in full time residence; bible schools conducted during vacation periods; facilities under Article 2 of Chapter 122C of the General Statutes; and cooperative

arrangements among parents to provide care for their own children as a convenience, rather than for employment.

Development permit: A permit issued by the planning director or designee that certifies that plans for a proposed structure, building, use, or lot conform to the provisions of all non-building code ordinances.

Electronic gaming operation: A business enterprise, whether principal or accessory, where persons utilize electronic machines or devices, including but not limited to computers and gaming terminals, to conduct games of odds or chance, including sweepstakes, and where cash, merchandise, or other items of value are redeemed or otherwise distributed, whether or not the value of such distribution is determined by electronic games played or by predetermined odds. Specifically excluded from this definition is any lottery approved by the State of North Carolina.

It is the activity that defines an electronic gaming operation, not the name; so an internet café, cybercafé, cyber sweepstakes, video arcade, game room, **event center** etc. might or might not be an electronic gaming operation. That is, there could be two businesses with the same kind of name (say, two video arcades or two internet cafés), and one might qualify as an electronic gaming operation and the other might not, based upon the actual activity within the business itself.

Electronic machine or device: A mechanically-, electrically-, or electronically-operated machine or device, that is owned, leased, or otherwise possessed by a sweepstakes sponsor or promoter, or any of the sweepstakes sponsor's or promoter's partners, affiliates, subsidiaries or contractors, that is intended to be used by a sweepstakes entrant, that uses energy, and that is capable of displaying information on a screen or other mechanism. This section is applicable to an electronic machine or device whether or not:

- (1) It is server-based.
- (2) It uses a simulated game terminal as a representation of the prizes associated with the results of the sweepstakes entries.
- (3) It utilizes software such that the simulated game influences or determines the winning or value of the prize.
- (4) It selects prizes from a predetermined finite pool of entries.
- (5) It utilizes a mechanism that reveals the content of a predetermined sweepstakes entry.
- (6) It predetermines the prize results and stores those results for delivery at the time the sweepstakes entry results are revealed.
- (7) It utilizes software to create a game result.
- (8) It requires deposit of any money, coin, or token, or the use of any credit card, debit card, prepaid card, or any other method of payment to activate the electronic machine or device.

- (9) It requires direct payment into the electronic machine or device, or remote activation of the electronic machine or device.
- (10) It requires purchase of a related product.
- (11) The related product, if any, has legitimate value.
- (12) It reveals the prize incrementally, even though it may not influence if a prize is awarded or the value of any prize awarded.
- (13) It determines and associates the prize with an entry or entries at the time the sweepstakes is entered.
- (14) It is a slot machine or other form of electrical, mechanical, or computer game.

Enforcement officer: The planning director or designee.

Enter or entry: The act or process by which a person becomes eligible to receive any prize offered in a sweepstakes.

Entertaining display: Visual information, capable of being seen by a sweepstakes entrant, that takes the form of actual game play, or simulated game play, such as, by way of illustration and not exclusion:

- (1) A video poker game or any other kind of video playing card game.
- (2) A video bingo game.
- (3) A video craps game.
- (4) A video keno game.
- (5) A video lotto game.
- (6) Eight liner.
- (7) Pot-of-gold.
- (8) A video game based on or involving the random or chance matching of different pictures, words, numbers, or symbols not dependent on the skill or dexterity of the player.
- (9) Any other video game not dependent on skill or dexterity that is played while revealing a prize as the result of an entry into a sweepstakes.

Library: A library can be in a room, set of rooms, or a building, A library contains books, periodicals, and other material for reading, viewing, listening, study, reference, and/or borrowing but not including a book store, newsstand, and the like where the primary activity is the selling, rather than the lending, of the items,

Lot: Land area of defined boundaries in single ownership, set aside for separate use or occupancy, and recorded as such in the office of the Wayne County Register of Deeds. The word "lot" includes "parcel," "plot," or "tract".

Lot line: Any boundary of a parcel of land.

Non-conforming structure: A building or structure that lawfully existed prior to the initial adoption of this article or any subsequent amendments that is not in compliance with this article.

Non-conforming use: The use of a building, structure, or lot for a purpose that does not conform to the regulations of this article, either at the effective date of the ordinance from which this article derives or as a result of subsequent amendments which may be incorporated in this article.

Off-street parking space: A marked or otherwise identified parking space that is located outside the public right-of-way or private road easement and is suitable to accommodate one automobile; plus the necessary access space.

Park: Any public or private land or combination of land and water resources available for recreational, educational, cultural, or aesthetic use. A park is predominantly comprised of open space areas that are used for passive recreation activities and/or educational, cultural, or aesthetic uses. A park may contain a mix of passive and active areas but must be primarily passive to be a park. Ball fields are often a part of a park but a ball field by itself is not a park.

Permitted use: A principal use, other than a special use, that is approved administratively when it complies with the standards and requirements set forth in this article. Also known as a use permitted by right.

Place of worship: A structure or other indoor or outdoor facility used for public worship. The term "place of worship" includes the words "church," "chapel," "synagogue," "mosque," and "temple" and their uses and activities that are customarily related.

Planning Board: The Wayne County planning board.

Planning department: County of Wayne department consisting of the planning staff.

Prize: Any gift, award, gratuity, good, service, credit, or anything else of value, which may be transferred to a person, whether possession of the prize is actually transferred, or placed on an account or other record as evidence of the intent to transfer the prize.

Public or private school: A facility that provides instruction and training, often in a wide variety of subjects. Some are establishments that are highly specialized, offering instruction in a very limited subject matter, such as ski lessons, real estate license course, or one specific computer software package. This instruction and training is most often provided by specialized establishments, such as schools, colleges, universities, and training centers. These might be establishments that are privately-owned and -operated for profit or not for profit, or they may be publicly-owned and -operated.

Public park: A park owned and/or operated by a governmental agency.

Sign: Any device, letter, numeral, figure, character, mark, plane, point, marquee sign, design, poster, pictorial, picture, stroke, stripe, line, trademark, reading matter or illuminated surface, that is so constructed, placed, attached, painted, erected, fastened, or manufactured in any manner, whatsoever, so that the same is used for the attraction of the public to any place, subject, person, firm, corporation, public performance, article, machine, or merchandise,

whatsoever, that are displayed in any manner whatsoever, including out-of-doors, and are visible from any public way. Also included are any card, cloth, glass, metal, painted, paper, plastic, wooden, or other configuration of any character placed in or on the ground or any tree, wall, bush, rock, fence, pavement, building, structure, or thing, for the purpose of advertising, announcing, declaring, demonstrating or displaying information about a specific business, occupant use, activity, or building, including clocks, barber poles and similar devices. This shall exclude official notices issued by a court or public officer.

Street or road: The all-weather travelway within a public or private right-of-way or easement that is set aside for public or private travel and provides access to abutting properties, and has been accepted for maintenance by the State of North Carolina, has been established as a public or private street prior to the date of adoption of the ordinance from which this article derives, has been dedicated to the State of North Carolina for public travel by the recording of a plat of an approved subdivision, or has been approved as a private street by Wayne County.

Sweepstakes: Any game, advertising scheme or plan, or other promotion, which, with or without payment of any consideration, a person may enter to win or become eligible to receive any prize, the determination of which is based upon chance.

Tobacco and Hemp Retail means the principal sales and/or distribution of:

1. Any product that contains tobacco or nicotine, irrespective of whether the nicotine is tobacco-derived or synthetic, and is intended for human consumption, as defined by G.S. § 14-313(4). As used in this subchapter, "tobacco product" includes but is not limited to: cigarettes, cigars, pipe tobacco, electronic cigarettes, hookah, smoked or vaped tobacco substitutes, chewing tobacco, snuff, snus, dissolvable tobacco products, and heated tobacco products. Tobacco product does not include nicotine replacement products approved by the USFDA for treatment of tobacco use and dependence.

2. Any product that contains tetrahydrocannabinol (THC), irrespective of whether the THC is hemp derived or synthetic. Products that contain no greater than .3 percent THC are exempt.

3. Any product that contains *Mitragyna speciosa*, commonly known as kratom.

4. Any electronic device that delivers nicotine, THC or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, vape, or electronic hookah.

5. Tobacco and hemp retail shall also mean any person who primarily sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.

Use: The purpose for which land or a structure is designed, arranged, and/or intended to be occupied or utilized or for which the land or structure is occupied, maintained, rented, or leased.

Use, accessory: A subordinate use, clearly incidental and related to the principal structure or use of land, and located on the same parcel of property or manufactured home or recreational vehicle park space as that of the principal structure or use, except for accessory

5. Tobacco and hemp retail shall also mean any person who primarily sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.

parking facilities located elsewhere. If a parcel is used for any residential, principal, or permitted use, it is not an accessory use.

Use-by-right: A use which is listed as an unconditionally permitted activity in this article.

Use, non-conforming: The use of a building, structure, or lot for a purpose that does not conform to the regulations of this article, either at the effective date of the ordinance from which this article derives or as a result of subsequent amendments which may be incorporated in this article.

Use, permitted: A principal use, other than a special use, that is approved administratively when it complies with the standards and requirements set forth for the zoning district in which it is located. Also known as a use permitted by right.

Variance: A grant of relief from the requirements of this article.

Wall: A structure, other than a building, that is a barrier and is used as a boundary, screening, or means of protection or confinement. A wall functions like a fence but is usually thicker than six inches

Sec. 18-154. ~~Reserved. Development requirements for an electronic gaming operation as an accessory use.~~

~~If only two machines/terminals/computers designed for single users are to be installed per business unit, the proposed electronic gaming operations shall be permitted as an accessory use to a commercial operation that is permitted by right in the Community Shopping, Village, Airport, Light Industry, Heavy Industry Zoning Districts or Height districts, as well as in all commercial operations in unzoned areas, when the following standards are applied:~~

- ~~(1) The operation is located within the same structure or unit as the principal use.~~
- ~~(2) For situations in which there is a business center, multi-unit building, or multi-tenant commercial building and more than one unit wishes to include electronic gaming operations, the cumulative total number of machines may not exceed ten for such a business center, multi-unit building, or multi-tenant commercial building.~~
- ~~(3) Off-street parking shall include one additional space per machine over and above the normal parking standards for the uses. In addition, whether in a zoned or unzoned area, all parking must comply with the off-street parking provisions of the zoning ordinance. If pervious pavement is used, this requirement may be reduced by 25 percent.~~
- ~~(4) All legally operating accessory use gaming operations made non-conforming by adoption of this section shall be removed or brought into compliance with these provisions within 30 days of the date of adoption of this section.~~

Sec. 18-155. Development requirements for an electronic gaming operation or a tobacco and hemp retail operation as a permitted use.

An electronic gaming operation or a tobacco and hemp retail operation is allowed as a permitted use in Community Shopping, Light Industry Districts, or Height districts as well as in all commercial operations in unzoned areas. This use will not be allowed as a permitted use in Village District. If this requirement is met, the proposed electronic gaming operation shall be subject to the following standards, in addition to any requirements of any other county ordinance that might apply:

- (1) *Hours of operation.* Limited to 8:00 a.m. through 11:00 p.m., seven days per week.
- (2) *Alcohol sales or consumption.* Prohibited.
- (3) *Food or beverage service or distribution.* Shall meet the requirements of the Wayne County Health Department, including any and all permits and licenses.
- (4) *Occupancy limit.* Shall be set by the Fire Marshal for the establishment prior to submission of the electronic gaming operations permit application.
- (5) *Maximum daily cash payout for electronic gaming operations.* Shall not exceed \$600.00. Winnings that exceed this amount shall be paid out in the form of a check or credit. All establishments engaged in internet and sweepstakes operations must comply with all reporting requirements regulated by the Internal Revenue Service.
- (6) *Off-street parking.* One space for every terminal/computer plus one per employee shall be provided for electronic gaming operations. One space for every 100 square feet of gross floor area plus one per employee shall be provided for tobacco and hemp retail operations. In addition, whether in a zoned or unzoned area, all parking must comply with the off-street parking provisions of the zoning ordinance. If previous pavement is used, this requirement may be reduced by 25 percent. A driveway permit will be needed from NC Department of Transportation for any stand-alone buildings.
- (7) *Location.* Electronic gaming operations and tobacco and hemp retail operations shall be located a minimum distance of 1,000 feet, measured in a straight line in any direction from closest point of the building and parking lot of the proposed business to the property line of any of the following:
 - a. A residence or a residential district.
 - b. A place of worship or other religious institution,
 - c. A day care center or facility, public school, and/or private school.
 - d. A Public park, playground, and/or library.
 - e. Another electronic gaming operation.
 - f. An adult entertainment establishment as regulated by the County of Wayne.
 - g. Another tobacco and hemp retail operation.

~~Electronic gaming operations may be within 1,000 feet of a residence if only one residence is within a 1,000-foot radius of the electronic gaming operation site and the owner of the residence signs an approval agreement. The approval agreement shall be recorded with the Wayne County Register of Deeds.~~

Each applicant shall submit a current, straight-line drawing depicting the straight-line measurements to each use listed above (18-155(7)a.—~~fg.~~) that is within 1,200 feet. Such uses shall be considered existing or established if they are in place or actively under construction at the time an application is submitted.

For zoned areas, residential districts shall be based upon the most current official zoning map. For an unzoned area, whether or not it is a residential district shall be as determined by the planning director or designee.

- (8) *Sewage disposal.* The health department shall test the lot for adequate sewage disposal characteristics. If the lot meets minimum requirements, the health department shall submit an improvements permit and construction authorization to the planning and development department.

Sec. 18-156. Certificate of occupancy and development permit required for new electronic gaming operations ~~or tobacco and hemp retail operations.~~

- (a) It shall be unlawful for any person to maintain or operate an electronic gaming operation ~~or tobacco and hemp retail operation~~ after the adoption of the ordinance from which this article derives, unless such person shall first obtain a certificate of occupancy.
- (b) It shall be unlawful for any person to establish, alter, or make any additions to any electronic gaming operation ~~or tobacco and hemp retail operation~~ until a building permit and a certificate of codes compliance have been issued.
- (c) The Wayne County Planning Department may, after due notice, subject to the right of appeal, suspend or revoke the development permit for failure to maintain an electronic gaming operation ~~or tobacco and hemp retail operation~~ in compliance with the provisions of this article.
- (d) All electronic gaming operations ~~or tobacco and hemp retail operations~~ existing on the effective date of the ordinance from which this article derives cannot expand unless such expansions comply with all applicable procedures and requirements of this article and all required permits of this and any other county ordinance have been obtained.

Sec. 18-157. Procedure for obtaining certificate of occupancy.

- (a) The applicant shall apply for an ~~electronic gaming operations~~ a permit at the planning department.
- (b) The application shall describe how the proposed ~~electronic gaming operation~~ will be in compliance with this article, if a certificate of occupancy is issued. The application shall include at least the following information plus any additional information deemed appropriate by the planning director or designee:

- (1) A location map showing the location of the ~~electronic gaming~~ operation in relation to the surrounding area within a one-mile radius, including the date, scale, and approximate North arrow.
 - (2) The name of the ~~electronic gaming~~ operation plus the name(s) and address(es) of the owner(s).
 - (3) The proposed number and type of machines/terminals/computers.
 - (4) Location and size of proposed signs.
 - (5) A detailed description of the tobacco and/or hemp products proposed for sale.
- (c) Once all requirements have been met, a certificate of occupancy shall be issued which shall permit the ~~electronic gaming~~ establishment to operate in compliance with its ~~electronic gaming operations~~ permit and this article.

Sec. 18-158. Annual inspection of electronic gaming operations and tobacco and hemp retail operations.

- (a) The planning department and the county health department may conduct as many inspections of an electronic gaming operation or a tobacco and hemp retail operation as are deemed necessary to insure the maintenance of the applicable standards.
- (b) The operator of an electronic gaming operation or a tobacco and hemp retail operation shall pay an annual inspection fee, which fee shall be payable initially upon application for the certificate of occupancy. As long as the electronic gaming operation remains in operation, the fee shall be paid yearly.
- (c) The certificate of occupancy for an electronic gaming operation or a tobacco and hemp retail operation may be revoked if the annual inspection fee is not paid or if the operator prevents the annual inspection from being carried out.

Sec. 18-159. Variances by the Wayne County Board of Adjustment.

- (a) The Wayne County Board of Adjustment may grant variances to the dimensional requirements of this article, as will not be contrary to the public interests, where owing to special conditions, a literal enforcement of the provisions of these sections will, in an individual case, result in practical difficulty or unnecessary hardship so that the spirit of this ordinance shall be observed, public safety, and welfare secured and substantial justice done.
- (b) No variance may be issued until after a public hearing has been held on the request.
- (c) The total amount of time allowed for the supporters or the opponents of a petition to present arguments at the hearing shall be determined at the time of public hearing. At the hearing, the presiding officer of the hearing will decide whether to grant all or part of the request for additional time.
- (d) In cases involving a controversial matter and a large number of persons wish to speak at the public hearing in favor of or against a request, the planning department reserves the

right to require those persons to sign up in advance of the public hearing in order to facilitate and organize the speakers. Persons who do not register to speak in advance shall be allowed that right at the public hearing. If such a requirement for pre-registration is necessary, the advertised public hearing notice shall clearly indicate this requirement.

- (e) Such variance may be granted in such individual case of unnecessary hardship upon a finding by the board of adjustment that the following conditions exist:
 - (1) There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures having a similar use.
 - (2) Granting the variance requested will not confer upon the applicant any special privileges that are denied to other property owners or residents with a similar use.
 - (3) A literal interpretation of the provisions of this ordinance would deprive the applicant of the rights commonly enjoyed by other property owners or residents of the area in which the property is located.
 - (4) The requested variance will be in harmony with the purpose and intent of this article and will not be injurious to the neighborhood or to the general welfare.
 - (5) The special circumstances are not the results of the actions of the applicant.
 - (6) The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

Sec. 18-160. Appeals to the Wayne County Board of Adjustment.

- (a) The Wayne County Board of Adjustment shall hear and decide appeals from and review any order, requirement, decision, or determination made by the enforcement officer or designee. The Wayne County Board of Adjustment may overturn such order, requirement, decision, or determination where it will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions of this ordinance will, in an individual case, result in practical difficulty or unnecessary hardship so that the spirit of the ordinance shall be observed, the public safety and welfare secured and substantial justice done.
- (b) No order, requirement, decision, or determination may be reversed or affirmed until after a public hearing has been held on the request. The total amount of time allowed for the supporters or the opponents of a petition to present arguments at the hearing shall be determined at the time of public hearing. At the hearing, the presiding officer of the hearing will decide whether to grant all or part of the request for additional time.
- (c) In cases involving a controversial matter and a large number of persons wish to speak at the public hearing in favor of or against a request, the planning department reserves the right to require those persons to sign up in advance of the public hearing in order to facilitate and organize the speakers. Persons who do not register to speak in advance shall be allowed that right at the public hearing. If such a requirement for pre-registration is

necessary, the advertised public hearing notice shall clearly indicate this requirement. Anyone who speaks or presents evidence shall be under oath.

- (d) Any person or persons aggrieved by a decision of the board may appeal the decision of the board of adjustment to the Superior Court of North Carolina within 30 days after a written and signed copy of the decision is filed in the planning department. Any aggrieved party may submit a written request for the decision at the time of the hearing. The venue for the appeal shall be in Wayne County North Carolina.

Sec. 18-161. Existing non-conforming electronic gaming operations and tobacco and hemp retail operations.

- (a) *Continuation of nonconforming use.* All legally-operating gaming operations made nonconforming by adoption of this ordinance shall be removed or brought into compliance with these provisions within 12 months of the date of adoption of the ordinance from which this article derives.

~~All legally operating accessory use gaming operations subject to section 18-154 made non-conforming by adoption of this ordinance shall be removed or brought into compliance with these provisions within 30 days of the date of adoption of the ordinance from which this article derives.~~

Any increase in area, height, and/or volume ~~and tobacco and hemp retail operations~~ or an electronic gaming operation or a tobacco and hemp retail operation shall be considered an expansion or enlargement that must meet the current ordinance. If the value of the proposed expansion or enlargement would exceed 50 percent of the value of the original electronic gaming operation, the operation shall lose its non-conforming status and must comply with all aspects of this ordinance. Value shall be determined by the current ad valorem tax value.

- (b) *Abandonment.* If a non-conforming electronic gaming operation is abandoned for a period of 180 days, the land and/or structure so formerly utilized must thereafter be used in conformity with all existing ordinances within Wayne County,

A non-conforming electronic gaming operation that is superseded by any other use (permitted or not) shall not thereafter be reinstated unless and until it is brought into conformity with this article. When a non-conforming use is ceased, such use shall not be resumed.

- (c) *Projects under construction prior to non-conforming use status.* No provision of this article shall be construed to require a change in plans, construction, or designated use of an electronic gaming operation or a tobacco and hemp retail operation in which actual construction or placement activities as a result of acquisition of a county permit were lawfully begun prior to the effective date of the ordinance from which this article derives.
- (d) *Necessary repairs permitted.* Nothing in this article shall prevent the strengthening or restoration of a safe and lawful condition of electronic gaming the operation declared unsafe or unlawful by a duly authorized county official.

Sec. 18-162. Amendments.

This article may from time to time be amended, supplemented, changed, modified, or repealed by the Wayne County Board of Commissioners according to the following procedure:

The board of county commissioners on its own motion or by petition may amend, supplement, change, or repeal the regulations established by this article. Any such amendment will be adopted only after public notice and public hearing as required by general law.

- (1) *Petition for amendment.* Petitions for an amendment to this article must be filed in the office of the planning department. An official application form shall be obtained and returned to the planning department no later than four weeks prior to the date of the planning board meeting for which the petition is slated. The filing fee shall be in accordance with the planning department fee schedule and must accompany the application form.
- (2) *Withdrawal/suspension of petitions.* Petition for amendment to this article may be withdrawn or suspended by the petitioner at any time up to and including ten days prior to the hearing date. After that time, requests to withdraw or suspend a petition must be filed with the clerk to the board of county commissioners and, on the day of the hearing, the commissioners will decide if the withdrawal/suspension will be allowed.
 - a. If the request for a suspension is granted, the petitioner shall incur all costs associated with the readvertisement of the public hearing. If a petition is withdrawn, any reapplication shall be treated as a new petition and all required fees shall be paid.
 - b. The petitioner will not be allowed to amend or change the petition after the board of county commissioners authorizes a public hearing to hear the request.
- (3) *Public hearing.* No amendment of the article may be adopted until after a public hearing has been held on the petition.
 - a. The total amount of time allowed for the supporters or the opponents of a petition to provide verbal comments shall be determined at public hearing. At the hearing, the presiding officer of the hearing will decide whether to grant all or part of any request for additional time.
 - b. In cases involving a controversial matter and a large number of persons wishing to speak at the public hearing in favor of or against a request, the planning department reserves the right to require those persons to sign up in advance of the public hearing in order to facilitate and organize the speakers. Persons who do not register to speak in advance shall be allowed that right at the public hearing. If such a requirement for pre-registration is necessary, the advertised public hearing notice shall clearly indicate this requirement.
- (4) *Recommendation of the planning board.* No proposal to amend this article will be approved unless it is first submitted to the planning board for its recommendations.

The planning board must take action on the amendment within 45 days after the petition has been referred to the planning board. If the planning board does not render a decision within that period, the petition will be considered the same as a favorable recommendation. If the planning board tables the amendment for any length of time, that shall be considered to be taking favorable action on the amendment.

- (5) *Effect of denial by county commissioners.* A petition for amendment to the ordinance that has been denied in whole or in part may not be resubmitted within six months of the date of action on the original request. However, the board of county commissioners may choose to allow a reapplication if, after a report from the planning board, it determines that there have been substantial changes in conditions or circumstances which may relate to the request.

Sec. 18-163. Notice requirements.

For any request that is to go before the planning board, or board of county commissioners that pertains to a particular property or properties, staff shall complete the following requirements:

- (1) A notice of the request will be placed in a local Wayne County newspaper once a week for two successive calendar weeks. The notice will appear for the first time no more than 25 days and no less than 15 days prior to the meeting or hearing date.
- (2) In addition, notice shall be given by first class mail to the owners of abutting properties. Such notification must be mailed at least ten days in advance of the meeting/hearing date.
- (3) The notice shall be posted on the subject property or properties at least ten days prior to the meeting or hearing date.

Sec. 18-164. Penalties for violation.

A violation of any provision of this article shall subject the violator to a civil penalty in the amount of \$100.00 to be recovered by Wayne County. Each day such violation continues shall be considered a separate and distinct violation.

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

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

Sec. 18-165. Remedies.

In the event of a violation of this article, the enforcement officer herein or any other appropriate authority of the county or any person who would be damaged by such violation, in addition to other remedies, may institute an action for injunction or mandamus, abatement or

other appropriate action or proceeding to prevent such violation. In this regard, Wayne County shall have those remedies and authorities authorized and set forth by the NCGS.

Secs. 18-166—18-190. Reserved.

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: August 13, 2025

Re: Zoning Map Change, Z-25-01

Item: Rezoning from Community Shopping (CS) to Residential Agricultural 20 (RA-20)

Size: 9.04 acres

Parcel ID# 2585109656 and 2585008517

Property Owner/Applicant: J&N Developers LLC

Location: Swinson Road and US Hwy 117 S; Brogden Township

The property is partially zoned RA-20 and partially zoned CS. The CS zoning is a 300' strip that follows along US Hwy 117 S. The CS zoning was established so as to allow for outdoor advertising signs along the highway. However, there are no outdoor advertising signs on the subject property. The RA-20 District allows for residential uses on a minimum of 20,000 sf while the CS zoning allows for commercial and non-residential uses. There is no way to access the CS strip except through the area zoned RA-20 which is also owned by the applicant.

The Wayne County Growth Strategies Map identifies this property as being within a Rural Growth area.

The proposed rezoning is consistent with the following Wayne County Comprehensive Plan policy:

Policy 7.6: EXISTING NEIGHBORHOODS should be protected from encroachment by incompatible land uses. At the same time, convenient services designed to be compatible with nearby residential uses may be permitted at an appropriate level of design and scale.

Staff Response: There is an existing and proposed residential area directly adjacent to the subject property so residential would be more compatible with the existing land use.

Policy 7.14: To preserve the traffic moving function of the area's major travel ways, prevent traffic accidents and avoid land locking interior land parcels, local governments shall encourage RESIDENTIAL AND COMMERCIAL DEVELOPMENT in clusters and planned developments.

Staff Response: The area requested for rezoning is landlocked through a residential area so residential rezoning would provide a more compatible traffic impact.

Rural Areas provide for agriculture, forestry, and other allied activities traditionally found in a rural setting. Very low intensity residential development with on-site waste disposal (i.e. septic systems) may be appropriate in Rural Areas where site conditions are good. Premature conversion of Rural Areas to urban level development and the resulting loss of valuable farmland and open space is to be discouraged. Generally, public funds should not be used for planning, programming or installing urban services in these areas that would promote more intensive development. While development densities as high as 2 units per acre may be permitted in these areas, much lower densities and larger lots are preferred.

The property is within the following service areas:

- Schools – Brogden Primary, Brogden Middle and Southern Wayne High
- Water – Southeastern Wayne
- Fire – Dudley
- EMS – Station 8
- Transportation - RPO
- Water Supply Watershed – Neuse River (Goldsboro) Watershed
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 4
- AICUZ Area – No
- SJAFB Airspace Area – Yes (Outer Horizontal Conical Area)

Recommendation: The Wayne County Planning Board recommends approval of the rezoning request.

Rezoning Case Z-25-01

OH

SWINSON
DR

CA

NA

DENNING
RD

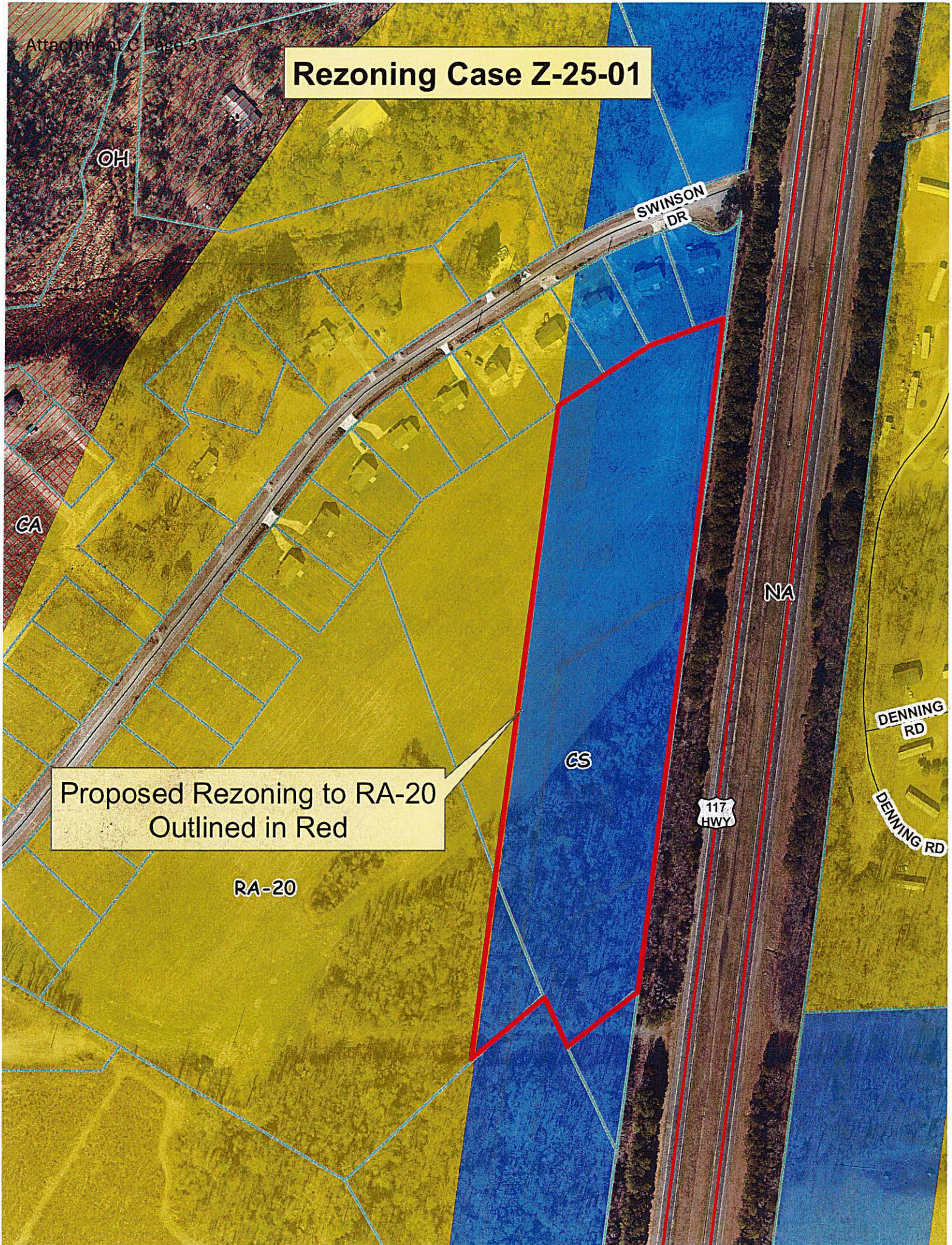
DENNING RD

CS

117
HWY

Proposed Rezoning to RA-20
Outlined in Red

RA-20



Wayne County, North Carolina

Petition for Amendment

Date: 7/17/25

Name of Applicant: J+N Developers, LLC Telephone: 919-921-2642

Address: 501 S Pearl St. PO Box 658 Princeton, NC 27569

Name of Owner: J+N Developers, LLC Telephone: 919-921-2642

Address: 501 S Pearl St. PO Box 658 Princeton, NC 27569

1. Location or address of subject property Swinson Drive

2. Current zoning classification of subject property: C5

3. Requested reclassification of property: RA-20

4. Legal description of the property (metes & bounds, or if subdivided, lot, block, subdivision plat book and page number): Parcel ID 2585109656
Book # 399.5 Page 892

5. Owner's intended use of the property in question if it is reclassified: Residential Housing

6. Explain in detail why you think this petition should be approved:
Residential housing sits along Swinson road adjacent to an existing & proposed residential development.

7. Names and addresses of owners whose property abuts the property in question: See Attached "A"

I certify that I, the applicant, have the consent of the owner and act on his behalf in applying for the change in the Wayne County Zoning Ordinance.

Date: 7/17/25

Signature: [Signature]
Applicant

8. Report of the Zoning Enforcement Officer on the property in question: _____

Fee Paid \$ _____ Date _____

Date Public Hearing Scheduled _____ Time _____

Dates Public Hearing Advertised _____

Petition: Approved _____
Denied _____

Petition No. _____

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **SMITH CHAPEL VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 9.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment -- The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

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The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

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- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Charles Murray McCleary
Title: Chairman, Board of Directors
Address: 1246 Old Harvey Sutton Rd
Mt. Olive, NC 28365
Email: smithchapelfd@gmail.com
Phone: 919 733 1769

To the County:

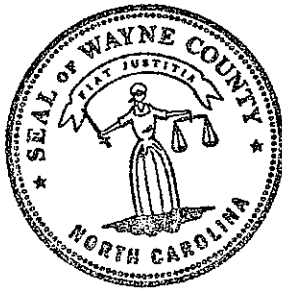
Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

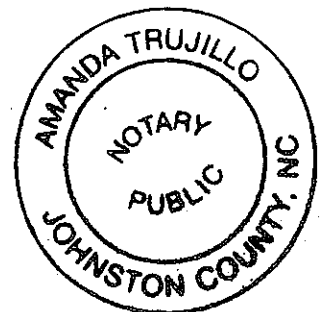
Barbara Ayers
Chairman, Board of Commissioners

I, *Amanda Trujillo*, a Notary Public of the State and County aforesaid, certify that *Carol Bowden* personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28

Angela G. Boswell



SMITH CHAPEL VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Robert Jones
Secretary

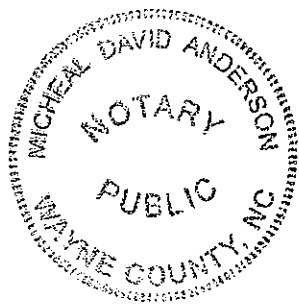
Murray McCleenny
Chairman Board of Directors

Robert Jones
Chairman Fire District Commission
Email: robb@3397egmib.com
Phone: 919-440-1936

John R. McCleenny
Fire Chief
Email: johnmccleenny@yahoo.com
Phone: 919-738-7059

I, MICHAEL DAVID ANDERSON, a Notary Public of the State and County aforesaid, certify that MURRAY MCCLENNY, Chairman Board of Directors ROBERT JONES, Chairman Fire District Commission and JOHN R. MCCLENNY, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the SMITH CHAPEL Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 5 day of SEPTEMBER, 2025.



Michael David Anderson
Notary Public
My Commission Expires: 04 Nov 2029

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **BELFAST VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

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Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Dean Thompson

Title: Chairman, Board of Directors

Address: 3212 US 117 W
Gr/666 NW 27530

Email: Bc1fastFD@gmail.com

Phone: 919 774 7891

To the County:

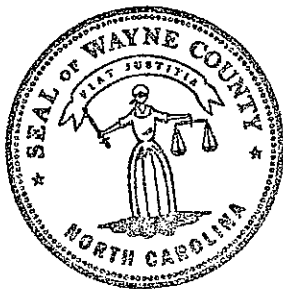
Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

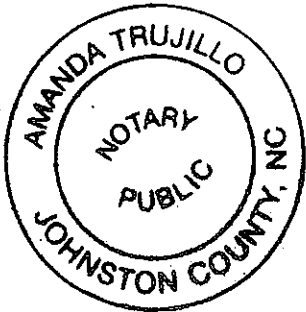
Carol Bowden
Clerk to the Board of Commissioners

Barbara Chappell
Chairman, Board of Commissioners

I, *Amanda Trujillo*, a Notary Public of the State and County aforesaid, certify that *Carol Bowden* personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this *16* day of *Sept*, 20 *25*

[Signature]
Notary Public
My Commission Expires: *12/17/28*

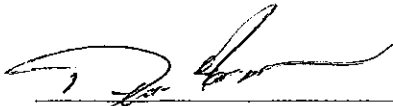


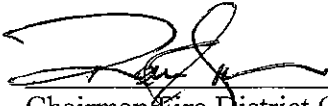
Angela Boswell

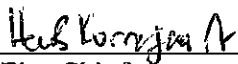
BELFAST VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:


Secretary

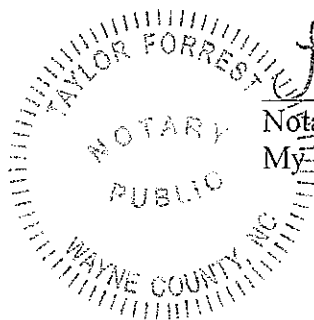

Chairman Board of Directors

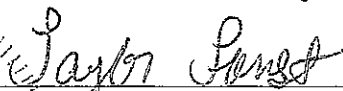

Chairman Fire District Commission
Email: ron.sasser78@aol.com
Phone: 919-738-2921


Fire Chief
Email: hbkyr@icloud.com
Phone: 919-440-6727

I, Taylor Forrest, a Notary Public of the State and County aforesaid, certify that Dean Thompson, Chairman Board of Directors Ronald Sasser, Chairman Fire District Commission and Hervy Kornegay Jr., Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Belfast Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 28th day of August, 2025.




Notary Public
My Commission Expires: 08/20/2028

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025 by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and the **TOWN OF FREMONT** a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Wayne County Fire Departments for the benefit of the citizens; and

WHEREAS, the Town has requested the County to assist in the funding of the above- described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Town's Use of Funds

Purpose of Agreement - County shall provide funds to the Town for the provision of continuing fire protection, as follows:

- 1) The Town shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the town. The Fire Town shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.
- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Town shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.

- 3) County agrees to pay to the Town the full amount of fire service district taxes collected from the Town's service area at a rate of 8.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the Town the County shall furnish to the Town an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Town unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 4) Should a revaluation or annexation of the fire tax service district result in negative growth value of the district such that revenues received by the Town would place an unnecessary hardship in performing its duties under this agreement, the County may review the budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 5) Disposing of Fixed Equipment – The Town should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the Town provides fire protection.
- 6) The County shall operate a notification system sufficient to alert the Town's Fire Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the Town is the responsibility of the Town. The County shall be responsible for the dispatch of the fire department with their primary, automatic, and mutual aid areas of coverage.
- 7) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.
- 8) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget. A copy of the service agreement will be forwarded to the department as an addendum to this agreement

II. Department Financial Reporting Requirements

- 1) The County shall require a copy of the Towns audit of tax funding paid by the County. The Town shall submit to the Wayne County Fire Marshal a compliance plan to fully address any deficiencies resulting from the audit within 60 days of receiving the audit. No County funds will be dispersed until the Wayne County Finance Officer has a copy of the completed audit and has determined that the compliance plan will correct the

deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.

- 2) The Town shall account for all funds paid by the County to the Town, and the Town shall maintain such records for three (3) years after the date of termination of the agreement. The Town shall allow the County Manager or his designee, access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purpose of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.
- 3) Annual Budget Request - The Town Board shall furnish to the Wayne County Manager on or before the deadline set by the county each year, a proposed operating budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The budget and tax rate request will be presented to the Wayne County Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.
- 4) Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The Town should not have debt service payments that exceed 50% of the total budgeted revenues. However, the County Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 5) Any land acquisitions or new buildings, where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 6) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the Town Board and Fire Chief shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Town shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Town Board. The CIP shall be submitted annually with the proposed budget and include the estimated appropriations from both Town and County funds. The budget and tax rate request will be presented to the County Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Town understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Town, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Town shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Town shall be responsible for any on the job injuries to its agents, volunteers, or employees. The Town shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Town shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Town understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Town is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Town as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Town and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Town understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the Town acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the town to make the foregoing statement.

V. Minimum Standards

- 1) The Town shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Town Fire Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Town Fire Department agrees to follow the minimum guidelines and standards adopted by the association. The Town agrees to pay dues or fees due to the association by the deadlines set by the Wayne County Firefighter's Executive Board for the department and members to be in good standing with the association
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but

are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors. However, district commissioners currently serving on the Board of Directors are exempt from this requirement.

- 4) The Town shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Town shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Town shall participate in the National Fire Incident Reporting System ("NFIRS") and provide copies of its reports to citizens, insurance companies and investigators. The Town will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.
- 7) The Town Fire Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 8) If pressurized fire hydrants are located within the fire district the Town shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the Town.
- 9) The Town shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Town should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 10) Based upon federal guidelines to submit an annual 990 tax filing, each The Town should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention

- 11) Based upon financial management practices, the Town should establish a financial reserve of three (3) months operating expenses as determined by the Town Board. These funds should be in a separate account and only used to maintain fire operations in the service district. If funds are used, a plan shall be in place to replenish these funds.
- 12) This agreement may not be transferred or assigned by the Town, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 13) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.
- 14) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 15) The Town agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.

- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Town shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Town loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Town shall provide County with a financial accounting, as required by County, for all funds received by the Town and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If the plan for compliance is not being followed assitional meeting with the above personnel, the County Manager, County Commissioners and other appropriate county personnel will meet with Town officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Town, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Joyce M. Artis
Title: Town Manager/Administrator Town Clerk
Address: 126 E Main St
FREMONT, NC 27830
Email: jsartis@fremontnc.gov
Phone: 919.242.5151 Ext. 102

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

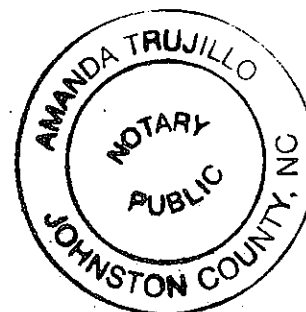
Barbara Dwyer
Chairman, Board of Commissioners

I, *Amanda Trujillo*, a Notary Public of the State and County aforesaid, certify that *Carol Bowden* personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this *16* day of *Sept*, 20*25*

Amanda Trujillo
Notary Public
My Commission Expires: *12/17/28*

Angela G Boswell



TOWN OF FREMONT

ATTEST: BY:

Joyce M. Antin
Clerk to the Town Board of Commissioners

Eddie Yelverton
Mayor

William R. Yelverton
Chairman Fire District Commjission
Email: *ffd819@yahoo.com*
Phone: *919-738-9655*

Jeff Brooks
Fire Chief
Email: *jbrooks@fremontnc.gov*
Phone: *919 920 6289*

I, *Shannon Leigh Moats*, a Notary Public of the State and County aforesaid, certify that *Eddie Yelverton*, Mayor, *William Yelverton*, Fire Commission Chairman and *Jeff Brooks*, Fire Chief personally appeared before me this day and acknowledged they are Mayor, Fire Chief and Clerk to the Board of Commissioners of the Town of Fremont; that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, Fire Chief and attested by its Clerk, all by order of the Town Board of Commissioners of said government agency, and that said instrument is the act and deed of said government agency.

WITNESS my hand and official seal, this *25* day of *August*, 20*25*.

Shannon Leigh Moats
Notary Public
My Commission Expires: *2-4-26*

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **SEVEN SPRINGS VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 9.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Cate Grady 
Title: Chairman, Board of Directors
Address: Po Box 116
Seven Springs NC 28578
Email: sevenspringsvfd@gmail.com
Phone: 252-560-2075

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

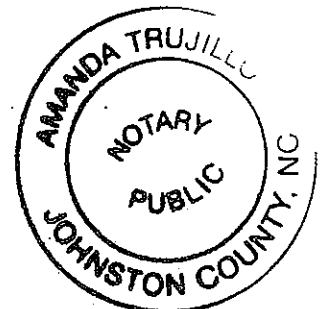
Carol Bowden
Clerk to the Board of Commissioners

Ballian Ayers
Chairman, Board of Commissioners

I, *Amanda Trujillo*, a Notary Public of the State and County aforesaid, certify that *Carol Bowden* personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this *16* day of *Sept*, 20*25*

Amanda Trujillo
Notary Public
My Commission Expires: *12/17/28*



Angela Boswell

SEVEN SPRINGS VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Hermit W. Rame Jr.
Secretary

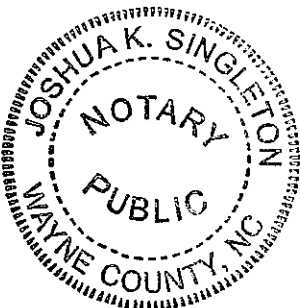
Cale Brady
Chairman Board of Directors

Jerry A. Sutton
Chairman Fire District Commission
Email:
Phone: 919-748-1278

Allen M. Price
Fire Chief
Email: price8362@gmail.com
Phone: 919 223 0940

I, Joshua K. Singleton, a Notary Public of the State and County aforesaid, certify that Cale Brady, Chairman Board of Directors Jerry Sutton, Chairman Fire District Commission and Allen M. Price, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Seven Springs Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 26 day of August, 2025.



Joshua K. Singleton
Notary Public
My Commission Expires: 10/1/2028

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025 by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **MAR MAC VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
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Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: William B Moore
Title: Chairman, Board of Directors
Address: 583 Old Cranberry Rd.
Goldensboro, NC 27530
Email: Firefighter1533@gmail.com
Phone: 919-330-2446

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

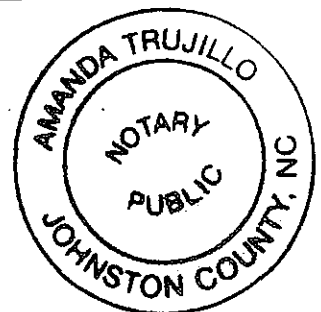
Barbara Aycock
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28

Angela D Boswell



MAR MAC VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

[Signature]
Secretary

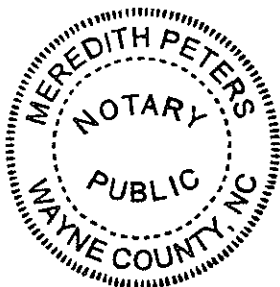
[Signature]
Chairman Board of Directors

[Signature]
Chairman Fire District Commission
Email: tpotter2022@outlook.com
Phone: 919-222-5915

[Signature]
Fire Chief
Email: marmacvfd@gmail.com
Phone: 919-738-1396

I, Meredith Peters, a Notary Public of the State and County aforesaid, certify that William B. Moore, Chairman Board of Directors Thomas Potter Chairman Fire District Commission and Tommy Baker, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Mar mac Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 25 day of August, 20 .



Meredith Peters
Notary Public
My Commission Expires: May, 30 2028

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 8.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: George L. R. L. Jr.

Title: Chairman, Board of Directors

Address: 214 Gable Drive
Dudley NC 28333

Email: lanaster.timber@gmail.com

Phone: 919.738.0011

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

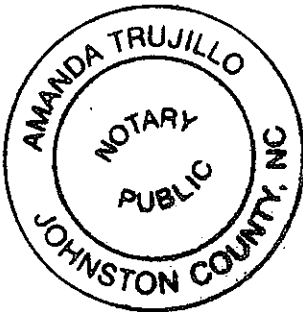
Carol Bowden
Clerk to the Board of Commissioners

Barbara Aycock
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

[Signature]
Notary Public
My Commission Expires: 12/17/28



Angela Boswell

INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST BY:

[Signature]
Secretary

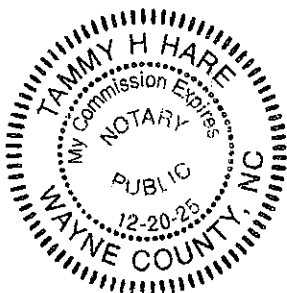
George S. Lancaster Jr.
Chairman Board of Directors

[Signature]
Chairman Fire District Commission
Email: jpholmes308@gmail.com
Phone: 919 222 0676

Phil Shivan
Fire Chief
Email: phil.shivan@goldsboromilling.com
Phone: 919-738 3137

I, Tammy H Hare, a Notary Public of the State and County aforesaid, certify that George S. Lancaster Jr., Chairman Board of Directors [Signature], Chairman Fire District Commission and Phil Shivan, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Indian Springs Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 22 day of August, 2025.



Tammy H Hare
Notary Public
My Commission Expires: 12-20-25

Named Insured:	INDIAN SPRINGS VOLUNTEER FIRE DEPARTMENT, INC
Policy Number:	VFNU-TR-0031040-02/000
Policy Period:	From 11/05/2024 To 11/05/2025

PROPERTY COVERAGE PART DECLARATIONS

Blanket Summary

The following limit applies to all coverages denoted above as "See Blanket Summary".

Coverage	Limit of Insurance
Personal Property	None

Money and Securities

Coverage	Limit of Insurance
Money and Securities	\$ 50,000

Software

Coverage	Limit of Insurance
Software	\$ 250,000

Property Forms

See Schedule of Forms and Endorsements.

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **PRICETOWN VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

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- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 9.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
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- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: L. TRACY Price
Title: Chairman, Board of Directors
Address: 282 Vann Smith Rd
Seven Springs N.C. 28578
Email: _____
Phone: (919) 222-2312

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

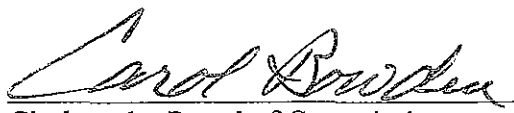
This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

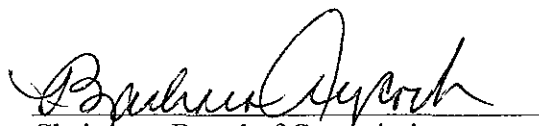
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



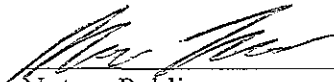
ATTEST: BY:

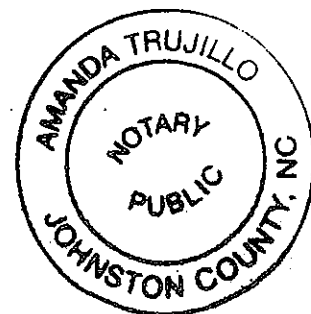

Clerk to the Board of Commissioners

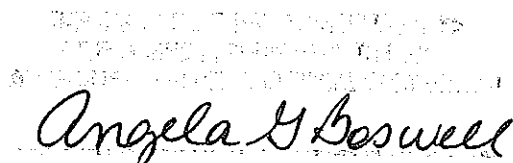

Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025


Notary Public
My Commission Expires: 12/17/28




Angela Y Boswell

PRICETOWN VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Ed McArthur
Secretary

L. Tracy Price
Chairman Board of Directors

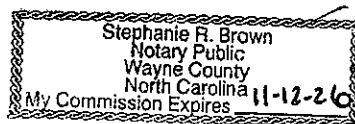
Atlas J. Price
Chairman Fire District Commission
Email: _____
Phone: _____

Joey Paul McCullen
Fire Chief
Email: joeyjchpams@live.com
Phone: 919/222-0697

I, Stephanie R Brown, a Notary Public of the State and County aforesaid, certify that L. Tracy Price, Chairman Board of Directors Atlas J. Price, Chairman Fire District Commission and Joey Paul McCullen, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Pricetown Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 18 day of August, 20 25.

Stephanie R Brown
Notary Public
My Commission Expires: 11-12-26



NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and the **TOWN OF LAGRANGE** a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, the Town has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Wayne County Fire Departments for the benefit of the citizens; and

WHEREAS, the Town has requested the County to assist in the funding of the above- described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Town's Use of Funds

Purpose of Agreement - County shall provide funds to the Town for the provision of continuing fire protection, as follows:

- 1) The Town shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the town. The Fire Town shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.
- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Town shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.

- 3) County agrees to pay to the Town the full amount of fire service district taxes collected from the Town's service area at a rate of 9.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the Town the County shall furnish to the Town an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Town unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.

II. Department Financial Reporting Requirements

- 1) The County shall require a copy of the Towns audit of tax funding paid by the County. The Town shall submit to the Wayne County Fire Marshal a compliance plan to fully address any deficiencies resulting from the audit within 60 days of receiving the audit. No County funds will be dispersed until the Wayne County Finance Officer has a copy of the completed audit and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Town shall account for all funds paid by the County to the Town, and the Town shall maintain such records for three (3) years after the date of termination of the agreement.
- 3) Annual Budget Request - The Town Board shall furnish to the Wayne County Manager on or before the deadline set by the county each year, a proposed operating budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The budget and tax rate request will be presented to the Wayne County Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Town understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Town, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Town shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Town shall be responsible for any on the job injuries to its agents, volunteers, or employees. The Town shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Town shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Town understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to

federal law in accordance with NCGS §64-25 et seq. The Town is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Town as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Town and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Town understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the Town acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the town to make the foregoing statement.

V. Minimum Standards

- 1) The Town shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Town shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 3) The Town shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 4) The Town shall participate in the National Fire Incident Reporting System ("NFIRS") and provide copies of its reports to citizens, insurance companies and investigators. The Town will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.
- 5) The Town Fire Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 6) If pressurized fire hydrants are located within the fire district the Town shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the Town.

- 7) This agreement may not be transferred or assigned by the Town, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 8) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.
- 9) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 10) The Town agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Town shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Town loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Town shall provide County with a financial accounting, as required by County, for all funds received by the Town and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If the plan for compliance is not being followed assitional meeting with the above personnel, the County Manager, County Commissioners and other appropriate county personnel will meet with Town officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Town, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Shawn Condon, Town Manager

Title: Town Manager/ Administrator

Address: PO Box 368
La Grange, NC 28551

Email: smcondon@lagrangenc.com

Phone: (252) 566-3186

To the County:

Bryan Taylor

Fire Marshal

P.O. Box 227

Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

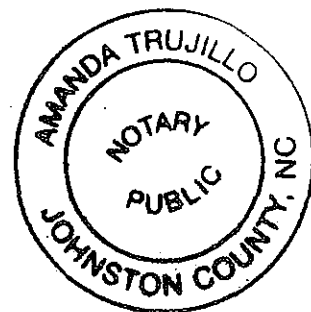
Carol Bearden
Clerk to the Board of Commissioners

Barbara Aycock
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bearden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28



Angela G Boswell

TOWN OF LAGRANGE

ATTEST: BY:

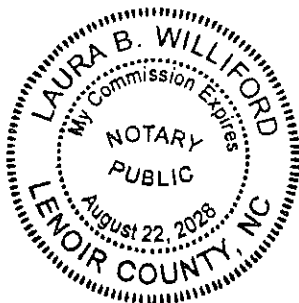
Laura B Williford
Clerk to the Town Board of Commissioners

Bobby Wooten
Mayor

R C Riley
Fire Chief
Email: RC.Riley@lagrange NC. Gov
Phone: 919 723 4555

I, Laura B Williford, a Notary Public of the State and County aforesaid, certify that Bobby Wooten, Mayor and Ryan Riley, Fire Chief personally appeared before me this day and acknowledged they are the Mayor, Fire and that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor and Fire Chief and attested by him/herself as its Clerk, all by order of the Town Board of Commissioners of said government agency, and that said instrument is the act and deed of said government agency.

WITNESS my hand and official seal, this 20 day of August, 20 25.



Laura B Williford
Notary Public
My Commission Expires: August 22, 2028

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **NORTHEAST WAYNE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 8.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

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- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease -- Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

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The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

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- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: M. C. De Bree
Title: Chairman, Board of Directors
Address: 617 Red Hill Rd
Frederic MI 48730
Email: _____
Phone: 919-222-6569

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden

Clerk to the Board of Commissioners

Brian Taylor

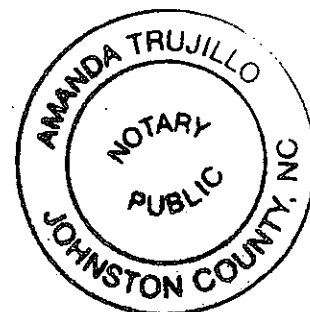
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public

My Commission Expires: 12/17/28



Angela Beswell

NORTHEAST WAYNE VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

[Signature]
Secretary

[Signature]
Chairman Board of Directors

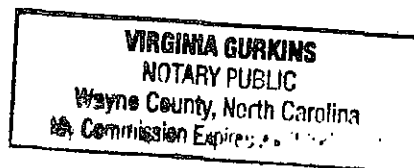
[Signature]
Chairman Fire District Commission
Email: _____
Phone: _____

[Signature]
Fire Chief
Email: bigdaddyed72@gmail.com
Phone: 919-222-6803

I, Virginia Gurbins, a Notary Public of the State and County aforesaid, certify that Mike Broch, Chairman Board of Directors Carl Lancaster Chairman Fire District Commission and Edwin Gurbins Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the North East VFD Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 19th day of August, 2025.

[Signature]
Notary Public
My Commission Expires: 2027



NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **GRANTHAM VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

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Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

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- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter’s Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Dalton Grantham
Title: Chairman, Board of Directors
Address: 3430 US Hwy 13 S
Waldsboro, NC 27530
Email: jgrantham1930@gmail.com
Phone: 919.223.1267

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

Carol Borden

Clerk to the Board of Commissioners

Bryan Taylor

Chairman, Board of Commissioners

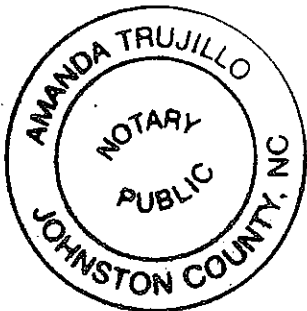
I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Borden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo

Notary Public

My Commission Expires: 12/17/28

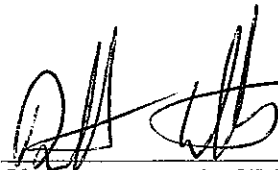


Angela G Boswell

GRANTHAM VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:


Secretary

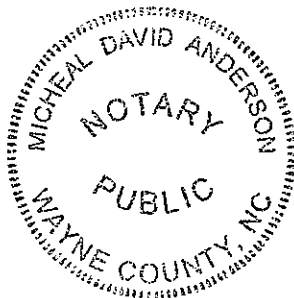

Chairman Board of Directors


Chairman Fire District Commission
Email: DOVERTON@sheriff14320.com
Phone: 919-222-5628 C.M.H.I.COM


Fire Chief
Email: richardprocter@wcpa.us
Phone: 919-420-9465

I, MICHAEL DAVID ANDERSON, a Notary Public of the State and County aforesaid, certify that DAVEY GRANTHAM, Chairman Board of Directors PARYLL OVERTON, Chairman Fire District Commission and RICHARD PROCTER, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the GRANTHAM Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 19 day of AUGUST, 20 25.




Notary Public
My Commission Expires: 04 Nov 2029

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **ELROY VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 6.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
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- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
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- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

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- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

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The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Michael Scurfari
Title: Chairman, Board of Directors
Address: 103 Sander's Hall
Goldboro NC
27534
Email: _____
Phone: 919 921 6401

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

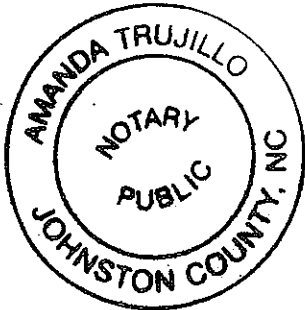
Carol Bowden
Clerk to the Board of Commissioners

Barbara Gypch
Chairman, Board of Commissioners

I, Amenda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

[Signature]
Notary Public
My Commission Expires: 12/17/25



Angela G Bowelle

ELROY VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Ally R. Cary III
Secretary

Michael J. Jernigan
Chairman Board of Directors



James O. Boykin Jr.
Chairman Fire District Commission
Email: job@nc.rr.com
Phone: 919-922-2901

Steven E. Mozingo
Fire Chief
Email: elroy101@gmail.com
Phone: 919-751-0756

I, Caroyn S. Mozingo, a Notary Public of the State and County aforesaid, certify that Michael J. Jernigan, Chairman Board of Directors James O. Boykin Jr. Chairman Fire District Commission and Steven E. Mozingo, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Elroy Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 20th day of August, 2025.

Caroyn S. Mozingo
Notary Public
My Commission Expires: 2/11/26

NORTH CAROLINA)

WAYNE COUNTY)

FIRE SERVICE FUNDING
AGREEMENT

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **LITTLE RIVER VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

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- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

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The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
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- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Nathan Edward Sasser
Title: Chairman, Board of Directors
Address: 249 Nor Am Rd
Pikeville NC 27863
Email: esasser53@gmail.com
Phone: 919-920-3206

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

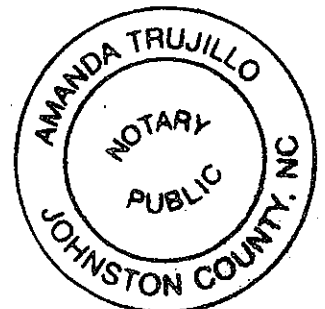
Bryan Taylor
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28

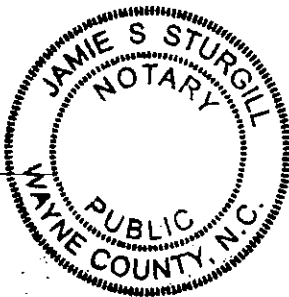
Angela Boswell



LITTLE RIVER VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Alma Suter
Secretary



Nathan Edward Sasser
Chairman Board of Directors

Gerald Johnson
Chairman Fire District Commission
Email: gjohnson 40 at Hotmail
Phone: 738-0941

JASON E. SASSER
Fire Chief
Email: jsasser@lrvfd.com
Phone: 919-223-8925

I, Jamie S. Sturgill, a Notary Public of the State and County aforesaid, certify that Nathan Edward Sasser, Chairman Board of Directors Gerald Johnson, Chairman Fire District Commission and JASON E. SASSER, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Little River Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 19 day of August, 20 25.

Jamie S. Sturgill
Notary Public
My Commission Expires: 9-20-29

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **ROSEWOOD VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

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- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

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Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Ronald Waters

Title: Chairman, Board of Directors

Address: PO Box 1855
Goldsboro NC 27533

Email: pwaters1@nc.rr.com

Phone: 919-921-0662

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

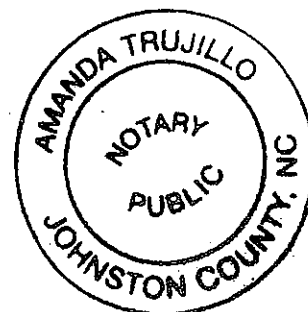
Barbara Gyrock
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

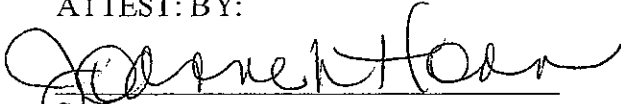
Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28

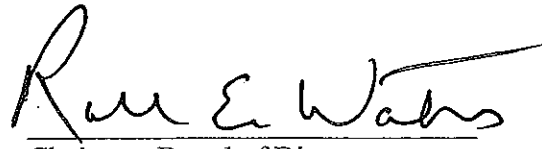
ANGELA G. BASWELL
NOTARY PUBLIC
JOHNSTON COUNTY, NC
Angela G Baswell



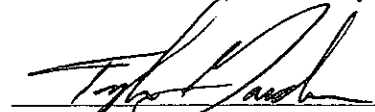
ROSEWOOD VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:


Secretary

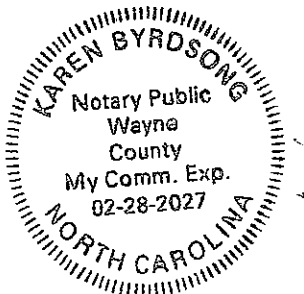

Chairman Board of Directors

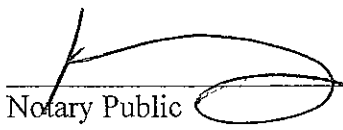

Chairman Fire District Commission
Email: joel@hbscorporation.com
Phone: 919.921.1746


Fire Chief
Email: rv13fd@gmail.com
Phone: 252-373-1065

I, Karen Byrd Song, a Notary Public of the State and County aforesaid, certify that Ronald Waters, Chairman Board of Directors Joel Waddell, Chairman Fire District Commission and Tyler Gardner, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Rosewood Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 29 day of July, 20 25.




Notary Public
My Commission Expires: 2/28/27

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **PIKEVILLE -PLEASANT GROVE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1)** The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
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- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
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VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Corey Pettigrew
Title: Chairman, Board of Directors
Address: P.O. Box 457
Pikeville NC, 27863
Email: Ppgvldpresident@gmail.com
Phone: 919-252-9125

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

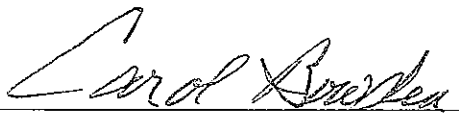
This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

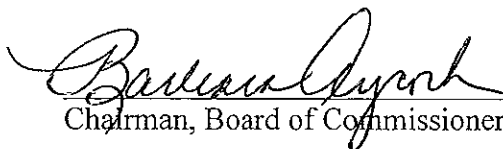
WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:



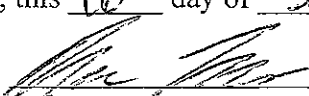
Clerk to the Board of Commissioners



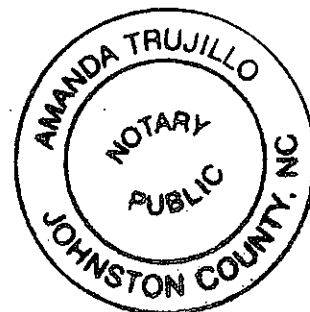
Chairman, Board of Commissioners

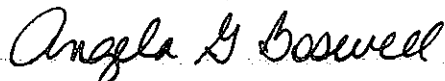
I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 20 25


Notary Public

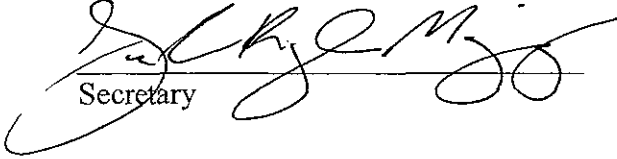
My Commission Expires: 12/17/28



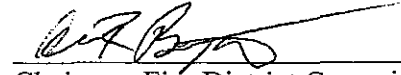


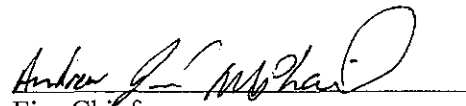
PIKEVILLE-PLEASANT GROVE VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:


Secretary


Chairman Board of Directors

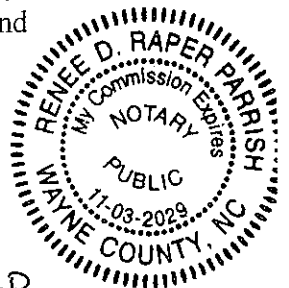

Chairman Fire District Commission
Email: ray_biggerstaff1957@yahoo.com
Phone: 919-222-6957


Fire Chief
Email: ppgrfdchief@gmail.com
Phone: 919-580-8435

I, Renee D. Raper Parrish, a Notary Public of the State and County aforesaid, certify that Corey Alexander Petticrew, Chairman Board of Directors Alton Ray Biggerstaff, Chairman Fire District Commission and Andrew Jared McPhail, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Pikeville-Pleasant Grove Vol. Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 11th day of August, 20 25.


Notary Public
My Commission Expires: 11/03/2029



NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **NEW HOPE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Darryl Carlyle
Title: Chairman, Board of Directors
Address: 583 Mark Edwards Road
La Grange, NC 28551
Email: mrdebr223@yahoo.com
Phone: (919) 222-8923

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

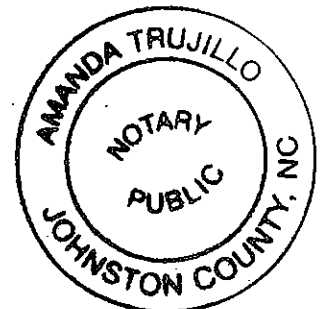
Carol Bowden
Clerk to the Board of Commissioners

Barbara Aycock
Chairman, Board of Commissioners

I, *Amanda Trujillo*, a Notary Public of the State and County aforesaid, certify that *Carol Bowden* personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28



Angela B. Beswell

NEW HOPE VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Christopher Creech
Secretary
Christopher Creech

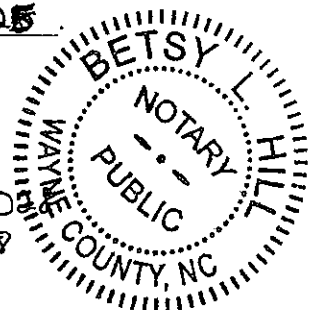
Darryl L. Carlyle
Chairman Board of Directors
Darryl Carlyle (Ardebo203@yahoo.com)
(919-222-8923)
JoAnn Sumner (JoAnn Sumner Inc.)
Chairman Fire District Commission
Email: joann@BouseLaw.com
Phone: 919-920-2654

Alvin L. Lewis II
Fire Chief Alvin L. Lewis II
Email: al91859@bellsouth.net
Phone: (919) 938-5793

I, Betsy L Hill, a Notary Public of the State and County aforesaid, certify that Darryl L. Carlyle, Chairman Board of Directors JoAnn Sumner, Chairman Fire District Commission and Alvin L. Lewis II, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the New Hope Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 13th day of August, 2025th

Betsy L Hill
Notary Public
My Commission Expires: Feb. 16, 2028
2028



NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **JORDANS CHAPEL VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

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Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
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- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Stephen E. BRYAN

Title: Chairman, Board of Directors

Address: 5734 US Hwy 13 South
MT. OLIVE, NC 28365

Email: sbryan@newtonsgroveinsurance.com

Phone: 919-922-4483

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden

Clerk to the Board of Commissioners

Barbara Lynch

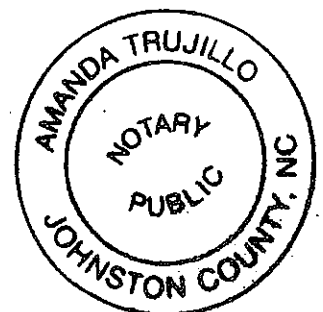
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

[Signature]
Notary Public

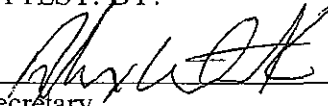
My Commission Expires: 12/17/28

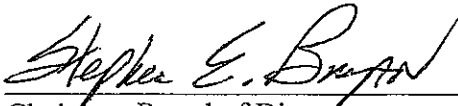


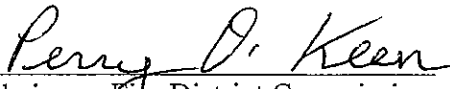
Angela Boswell

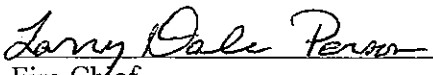
JORDANS CHAPEL VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:


Secretary

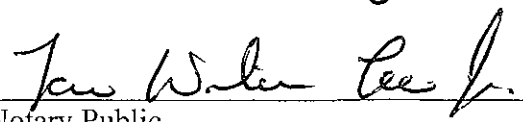

Chairman Board of Directors


Chairman Fire District Commission
Email:
Phone: 919-580-5609


Fire Chief
Email: daleperson2034@gmail.com
Phone: 919-344-4439

I, TAN Wilson Lee Jr, a Notary Public of the State and County aforesaid, certify that Stephen E. Bryan, Chairman Board of Directors Perry D. Keen, Chairman Fire District Commission and Larry Dale Person, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Jordans Chapel Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 24 day of July, 20 25.


Notary Public
My Commission Expires: Oct 12, 2026

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **NAHUNTA VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 8.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

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Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Johnnie Howard
Title: Chairman, Board of Directors
Address: PO Box 5
Pikeville NC 27863
Email: johowardfarm@gmail.com
Phone: 919-222-6708

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

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This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

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**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden

Clerk to the Board of Commissioners

Barbara York

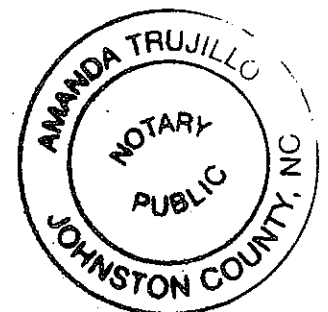
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 20 25

[Signature]
Notary Public

My Commission Expires: 12/17/28



Angela G. Baswell

NAHIUNTA VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

[Signature]
Secretary

[Signature]
Chairman Board of Directors

Bruce Newcomb
Chairman Fire District Commission
Email: bennahunta@nc.rr.com
Phone: 919-734-1227

Edward Newcomb
Fire Chief
Email: edwardnewcomb@gmail.com
Phone: 919-223-4488

I, Mary Kay Newcomb, a Notary Public of the State and County aforesaid, certify that Johannie Howard, Chairman Board of Directors Bruce Newcomb, Chairman Fire District Commission and Edward Newcomb, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Nahunta Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 16th day of August, 2015.

Mary Kay Newcomb
Notary Public
My Commission Expires: August 30, 2016

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025 by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and the **TOWN OF MOUNT OLIVE** a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, the Town has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Wayne County Fire Departments for the benefit of the citizens; and

WHEREAS, the Town has requested the County to assist in the funding of the above- described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Town's Use of Funds

Purpose of Agreement - County shall provide funds to the Town for the provision of continuing fire protection, as follows:

- 1) The Town shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the town. The Fire Town shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.
- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Town shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.

- 3) County agrees to pay to the Town the full amount of fire service district taxes collected from the Town's service area at a rate of 7.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the Town the County shall furnish to the Town an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Town unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 4) Should a revaluation or annexation of the fire tax service district result in negative growth value of the district such that revenues received by the Town would place an unnecessary hardship in performing its duties under this agreement, the County may review the budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 5) Disposing of Fixed Equipment – The Town should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the Town provides fire protection.
- 6) The County shall operate a notification system sufficient to alert the Town's Fire Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the Town is the responsibility of the Town. The County shall be responsible for the dispatch of the fire department with their primary, automatic, and mutual aid areas of coverage.
- 7) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.
- 8) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget. A copy of the service agreement will be forwarded to the department as an addendum to this agreement

II. Department Financial Reporting Requirements

- 1) The County shall require a copy of the Towns audit of tax funding paid by the County. The Town shall submit to the Wayne County Fire Marshal a compliance plan to fully address any deficiencies resulting from the audit within 60 days of receiving the audit. No County funds will be dispersed until the Wayne County Finance Officer has a copy of the completed audit and has determined that the compliance plan will correct the

deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.

- 2) The Town shall account for all funds paid by the County to the Town, and the Town shall maintain such records for three (3) years after the date of termination of the agreement. The Town shall allow the County Manager or his designee, access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purpose of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.
- 3) Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The Town should not have debt service payments that exceed 50% of the total budgeted revenues. However, the County Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 4) Any land acquisitions or new buildings, where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 5) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the Town Board and Fire Chief shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Town shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Town Board. The CIP shall be submitted annually with the proposed budget and include the estimated appropriations from both Town and County funds. The budget and tax rate request will be presented to the County Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Town understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Town, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Town shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Town shall be responsible for any on the job injuries to its agents, volunteers, or employees. The Town shall control the hours, manner, and methods of providing fire suppression

coverage by their volunteers, employees and all other persons acting on their behalf. The Town shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Town understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Town is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Town as a part of this agreement are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Town and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Town understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the Town acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the town to make the foregoing statement.

V. Minimum Standards

- 1) The Town shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Town Fire Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Town Fire Department agrees to follow the minimum guidelines and standards adopted by the association. The Town agrees to pay dues or fees due to the association by the deadlines set by the Wayne County Firefighter's Executive Board for the department and members to be in good standing with the association
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors. However, district commissioners currently serving on the Board of Directors are exempt from this requirement.

- 4) The Town shall arrange for the National Incident Management System (“NIMS”) staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Town shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Town shall participate in the National Fire Incident Reporting System (“NFIRS”) and provide copies of its reports to citizens, insurance companies and investigators. The Town will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.
- 7) The Town should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Town Fire Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Town shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the Town.
- 10) The Town shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Town should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each. The Town should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Town should establish a financial reserve of three (3) months operating expenses as determined by the Town Board. These funds should be in a separate account and only used to maintain fire operations in the service district. If funds are used, a plan shall be in place to replenish these funds.

- 13) This agreement may not be transferred or assigned by the Town, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.
- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Town agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.

- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Town shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Town loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Town shall provide County with a financial accounting, as required by County, for all funds received by the Town and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Town Officials, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed additional meetings with the above personnel and with the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Town officials for a resolution. If the County and Town do not agree on a resolution or the resolution is not followed by the Town, the County may terminate this agreement given 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Glenn Holland

Title: Town Manager/ Administrator

Address: 114 E. James St.
Mount Olive, NC 28365

Email: townmanager@townofmountolive.nc.com

Phone: 919-658-9539

To the County:

Bryan Taylor

Fire Marshal

P.O. Box 227

Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:

Carol Bowden
Clerk to the Board of Commissioners

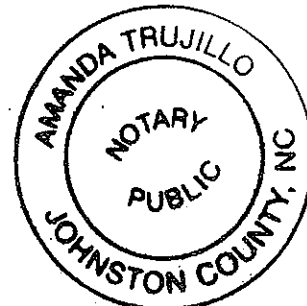
Barbara Aycock
Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28

Angela Boswell



TOWN OF MOUNT OLIVE

ATTEST: BY:

Sherry Davis
Clerk to the Town Board of Commissioners

Jerome Newton
Mayor

Samuel E. Taylor
Chairman Fire District Commission
Email: Setaylor@ncrr.com
Phone: 919-738-1393

Jordan Hansen
Fire Chief
Email: Morfd@ncrr.com
Phone: 919-658-3243

I, Sherry M. Davis a Notary Public of the State and County aforesaid, certify that J. Jerome Newton Mayor, Samuel E. Taylor Fire Commission Chairman and Jordan Hansen Fire Chief personally appeared before me this day and acknowledged they are Mayor, Fire Chief and Clerk to the Board of Commissioners of the Town of Fremont; that by authority duly given and as the act of the Town, the foregoing instrument was signed in its name by its Mayor, Fire Chief and attested by its Clerk, all by order of the Town Board of Commissioners of said government agency, and that said instrument is the act and deed of said government agency.

WITNESS my hand and official seal, this 15th day of August, 2025

Sherry M. Davis
Notary Public
My Commission Expires March 12, 2030

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **DUDLEY VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
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- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
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- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
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- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
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VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Chris Whitman

Title: Chairman, Board of Directors

Address: 4533 Us 117 Alt
Dudley NC 28333

Email: cwhitman2011@gmail.com

Phone: 919 738-4616

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

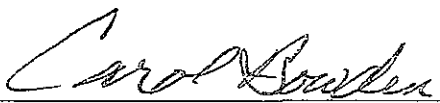
This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

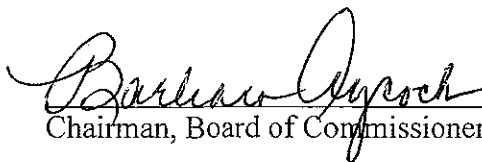
**WAYNE COUNTY
(CORPORATE SEAL)**



ATTEST: BY:



Clerk to the Board of Commissioners



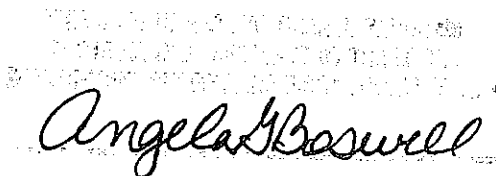
Chairman, Board of Commissioners

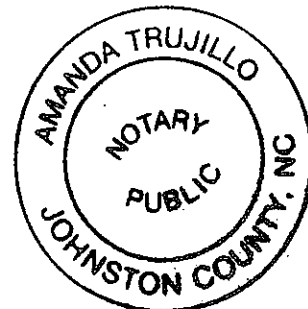
I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025


Notary Public

My Commission Expires: 12/17/28





DUDLEY VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

[Signature]
Secretary

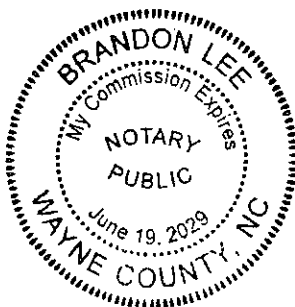
[Signature]
Chairman Board of Directors

[Signature]
Chairman Fire District Commission
Email: j.faulk@shumakerfaulk.com
Phone: 919-920-5050

[Signature]
Fire Chief
Email: Kendallleeconstruction@gmail.com
Phone: 919-222-7272

I, Brandon Lee, a Notary Public of the State and County aforesaid, certify that Chris Whitman, Chairman Board of Directors Ken Faulk, Chairman Fire District Commission and Kendall Lee, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Dudley Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 29th day of July, 20 25.



[Signature]
Notary Public
My Commission Expires: 6/19/29

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025 by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **THOROUGHFARE VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 8.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
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VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Michael Aycock
Title: Chairman, Board of Directors
Address: 1715 Hwy 13 South
Goldsboro NC 27530
Email: 360maycock@gmail.com
Phone: 919-920-2572

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

Carol Bowden

Clerk to the Board of Commissioners

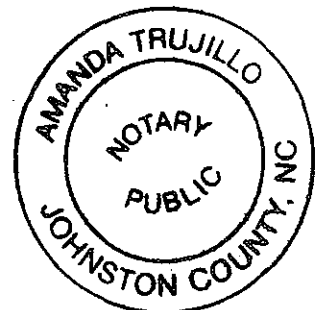
Barbara Ayers

Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public
My Commission Expires: 12/17/28



Angela G. Boswell

THOROUGHFARE VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

John Tindall
Secretary

John Tindall

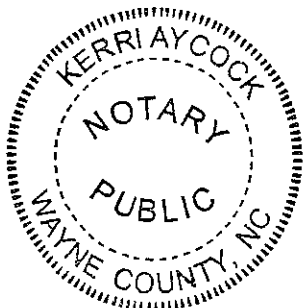
Michael Aycock
Chairman Board of Directors

Michael Aycock
Chairman Fire District Commission
Email: 360maycock@gmail.com
Phone: 919-920-2572

Brandon Jones
Fire Chief
Email: thoroughfare1801@gmail.com
Phone: 719-252-6869

I, Kerri Aycock, a Notary Public of the State and County aforesaid, certify that Michael Aycock, Chairman Board of Directors Michael Aycock, Chairman Fire District Commission and Brandon Jones, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Thoroughfare Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 8th day of August, 2025



Kerri Aycock
Notary Public
My Commission Expires: 5.9.2030

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **SAULSTON VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: James P. Smith James P. Smith
Title: Chairman, Board of Directors
Address: 5790 Wayne Memorial Drive
Pikeville NC 27863
Email: Jmsm3smith@yahoo.com
Phone: 919-288-4202

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

Carol Bowden

Clerk to the Board of Commissioners

Barbara Aycock

Chairman, Board of Commissioners

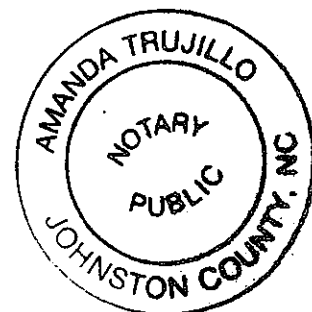
I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 20 25

Amanda Trujillo

Notary Public

My Commission Expires: 12/17/25



Angela Boswell

SAULSTON VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Bobby Lee
Secretary

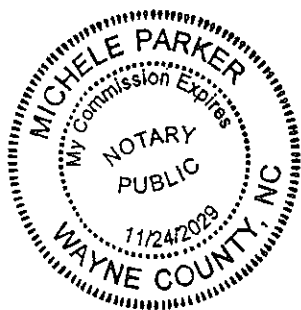
James R. Smith
Chairman Board of Directors

Robert W. Strickland
Chairman Fire District Commission
Email: bobby5@nc.rr.com
Phone: 919-580-6819

Robbie Strickland
Fire Chief
Email: robbie@strickland.com
Phone: 919-580-6369

I, Michele Parker, a Notary Public of the State and County aforesaid, certify that JAMES R. SMITH, Chairman Board of Directors ROBERT W. STRICKLAND, Chairman Fire District Commission and ROBERT C. STRICKLAND, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the SAULSTON Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 22 day of July, 2025.



Michele Parker
Notary Public
My Commission Expires: 11/24/2029



Outlook

Endorsement for Saulston Volunteer Fire Department, Inc has been submitted for approval

From GIG_Customer_Service@glatfelters.com <GIG_Customer_Service@glatfelters.com>

Date Tue 7/22/2025 14:21

To David Taylor <dtaylor@code3insurance.org>

Insured's Name: SAULSTON VOLUNTEER FIRE DEPARTMENT, INC

Policy: VFNU-TR-0009631-05

Endorsement Effective Date: 07/22/2025

Crime Endorsement(s)

0. Crime Changes

Field	Value
Comments	Increase to \$600,000 to comply with county contract.

Confidentiality Notice: The information contained in this communication, including all attachments, is legally protected information, confidential or proprietary information, or a trade secret intended

solely for the use of the intended recipient. The information may also be subject to legal privilege. If you are not the intended recipient, you are hereby notified that any use, disclosure, dissemination, distribution, forwarding, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify the sender by reply Fax or e-mail stating the communication was "received in error" and delete or destroy all copies of this communication, including all attachments.

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **OAKLAND VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

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The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
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- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
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- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

OAKLAND VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

[Signature]
Secretary

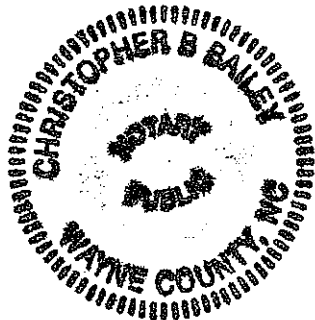
[Signature]
Chairman Board of Directors

[Signature]
Chairman Fire District Commission
Email: Kminsnew@o.v.f.d.com
Phone: (914) 738-0553

[Signature]
Fire Chief
Email: OVFDCR1@OVLBB.COM
Phone: 919-252-9777

I, Christopher B. Bailey, a Notary Public of the State and County aforesaid, certify that Brian Hester, Chairman Board of Directors Kenny Minsnew, Chairman Fire District Commission and David Lassiter, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Oakland Volunteer Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 21st day of July, 20 25.



Christopher B. Bailey
Notary Public
My Commission Expires: May 4, 2027

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter's Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: 
Title: Chairman, Board of Directors
Address: 479 Princeton Rd
Princeton NJ
27569
Email: Bhester464@gmail.com
Phone: 919-921-2609

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

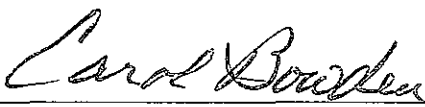
XI. Entire Agreement

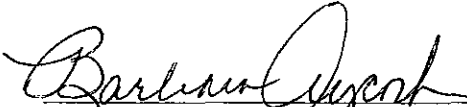
This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)

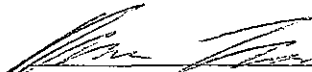
ATTEST: BY:

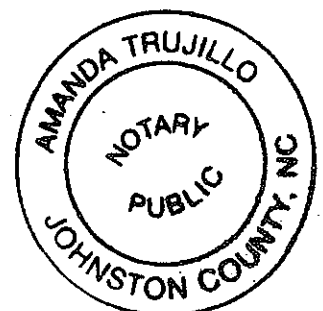

Clerk to the Board of Commissioners


Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025


Notary Public
My Commission Expires: 12/17/28



THIS INSTRUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF THE CLERK
OF THE COUNTY OF WAYNE AND JOHNSTON COUNTY, NC


NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025, by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **ARRINGTON VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 8.00 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

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In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
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VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Blake Stevens
Title: Chairman, Board of Directors
Address: 1610 Emmaus Church Rd
Dudley NC 28333
Email: Bstevens1702@gmail.com
Phone: 919-738-1146

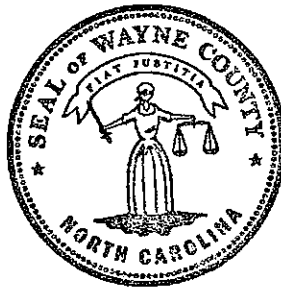
To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.



ATTEST: BY:

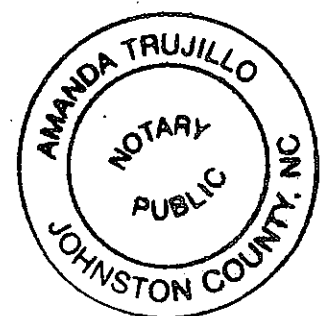
Carol Bruden
Clerk to the Board of Commissioners


Chairman, Board of Commissioners

I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carol Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Notary Public
My Commission Expires: 12/17/28



Angela B Boswell

ARRINGTON VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

Kathryn Carmack
Secretary

Blake Stevers
Chairman Board of Directors

Timothy Rogers
Chairman Fire District Commission
Email: Tim.Rogers@gmail.com
Phone: 919-689-2994

Randy Rogers
Fire Chief
Email: Randy_R1701@hotmail.com
Phone: 919-222-3067

I, JAMIE ASA BYRD, a Notary Public of the State and County aforesaid, certify that Blake Stevers, Chairman Board of Directors Timothy Rogers, Chairman Fire District Commission and Randy Rogers, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Kathryn Carmack Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 28 day of August, 2025.

Jamie Asa Byrd
Notary Public
My Commission Expires: 1-8-2027

NORTH CAROLINA)

WAYNE COUNTY)

**FIRE SERVICE FUNDING
AGREEMENT**

THIS AGREEMENT, made and entered into this 16TH day of Sept. 2025 by and between **WAYNE COUNTY**, North Carolina, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and **PATETOWN VOLUNTEER FIRE DEPARTMENT, INC.**, a non-profit corporation or division of a municipal government organized under the laws of the State of North Carolina, hereinafter referred to as "Department".

WITNESSETH:

WHEREAS, the Department has agreed to provide fire protection and related emergency services within its primary area of coverage, and other areas on the basis of automatic and mutual aid with other Fire Departments for the benefit of the citizens; and

WHEREAS, the Department has requested the County to assist in the funding of the above-described services by assessing a special fire service ad valorem tax for the area that is described by the Fire Service District created, as allowed, by N.C. General Statute 153A-300 et.seq. and approved by the County Board of Commissioners; and

WHEREAS, funds collected by the County as a result of said fire tax shall be used for fire department operations and distributed at regular intervals in accordance with the rate of fire tax levied per hundred dollars valuation of all real property and personal property in the Fire Service District and the provisions established by the Wayne County Finance Office.

NOW, THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, and based upon the mutual covenants contained herein and the considerations stated therein, the parties do hereby covenant and agree as follows:

I. Agreement and the Department's Use of Funds

Purpose of Agreement - County shall provide funds to the Department for the provision of continuing fire protection, as follows:

- 1) The Department shall provide fire protection and related emergency services consistent with the levels of equipment, personnel and training required by the North Carolina Department of Insurance to all citizens of the Service District, maintain through the Office of State Fire Marshal at least a 9S/9E rating for the fire protection (insurance) district covered by the department, as well as its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes. The Fire Department shall continuously comply with all applicable laws, ordinances, and State regulations and will respond to automatic and mutual aid calls as requested.

- 2) The services shall be in accordance with minimum standards set forth in this agreement in an efficient and workman like manner and the Fire Department shall furnish said services without charge to all persons and property located in the Fire Service District, except as allowed by ordinances established and approved by the County Board of Commissioners.
- 3) The Fire Department, during the term of this agreement, shall remain incorporated (unless existing as a division of a municipal government) and do business as a private non-profit corporation under the provisions of the North Carolina Non-Profit Corporation Act. A copy of the Articles of Incorporation and By-Laws shall be provided to the County upon request. The Fire Department will adopt By-Laws which meet all minimum legal requirements of said Act. The By-Laws shall vest in a Board of Directors the authority to manage the affairs of the corporation to the extent permitted by said Act. The Department Board of Directors should be representative of the citizens within the Service District and be appointed or elected as stated in the Department's Articles of Incorporation and By-Laws.
- 4) County agrees to pay to the Department the full amount of fire service district taxes collected from the Department's service area at a rate of 7.50 cents per \$100 evaluation, to be paid on regular intervals via electronic funds transfer. At the request of the department the County shall furnish to the Department an accounting of all Fire Taxes collected during the preceding fiscal year. Fire district tax funds will not be paid to the Department unless this agreement is properly approved, executed, and remains enforce and in effect in full and on file at the Clerk of the Wayne County Commissioners and Finance Department.
- 5) Should a revaluation or annexation of a Department's fire tax service district result in negative growth value of the district such that revenues received by the department would place an unnecessary hardship in performing its duties under this agreement, the County may review the Department's budget and consider an adjustment of the tax rate in that district in the County's next fiscal year budget, so that district may maintain its revenue levels.
- 6) Disposing of Fixed Equipment – The Department should, prior to the offer thereof to agencies outside of Wayne County, offer its surplus equipment to fire departments within the counties the department provides fire protection.
- 7) The County shall operate a notification system sufficient to alert the Department and other agencies of emergency incidents that occur in the County. The maintenance of communications equipment utilized by the department is the responsibility of the Department. The County shall be responsible for the dispatch of the fire departments with their primary, automatic, and mutual aid areas of coverage.
- 8) The County operates and maintains a county wide communication system to be used by the departments during emergencies. The County maintains all users and user groups of the system as well as the radio ID's and templates. Radios to be used on the county radio system shall be programmed only by county personnel and/or a county approved programmer. Departments will be responsible for any charges due for programming.

- 9) Departments radio equipment shall be maintained to insure the radios are in optimal working order. The County agrees to include department radios in a service agreement to insure radios are tuned and aligned on a yearly basis as well as any software upgrades are complete. The agreement will also cover repairs to the radio and control heads as well as labor and travel cost. The agreement does not include microphones, wiring, cabling, antennas, coaxial, CAN cables, physical damage, abuse or force majeure. Repair cost not covered in the agreement will be the responsibility of the department. The County will utilize the appropriations in the Emergency Services budget.
- 10) The County, as part of this agreement, agrees to pay the cost associated with Workers' Compensation Insurance for the department and its members, and agrees to pay this cost directly to the agent.

II. Department Financial Reporting Requirements

- 1) The County shall require the Department within ninety (90) days of its fiscal year end (June 30), to furnish all applicable materials and financial statements for the purpose of an annual review. The annual review shall be conducted by an independent CPA, in conformity with generally accepted accounting principles provided by the county. The Department shall submit to the Fire Marshal a compliance plan to fully address any deficiencies in the annual review within 60 days of its receipt. No County funds will be dispersed until the County Finance Officer has a copy of the completed review and has determined that the compliance plan will correct the deficiencies. Failure to comply with the compliance plan will result in funds not being dispersed.
- 2) The Department agrees to secure and maintain a blanket bond on all persons who have access to or authority to disburse funds belonging to the Fire Department. Such blanket bond shall be in the amount of not less than the budgeted revenues to be collected by the County in the tax district served by the Department. Proof of such bonding shall be provided to the County prior to the disbursement of any tax funds to the Department.
- 3) The Department shall maintain an accurate fixed asset inventory for each piece of equipment with a book value of \$5,000.00 or greater with a life span of (5) five years or more. Said inventory shall be submitted to the County Finance Director as part of the budget process.
- 4) The Department shall establish fiscal control and accounting procedures in accordance with generally accepted accounting principles. The procedures shall account for all funds paid by the County to the Department, and the Department shall maintain such records for three (3) years after the date of termination of the agreement. The Department shall allow the County Manager or his designee access to and the right to inspect and copy at reasonable hours and upon reasonable notice, all financial records concerning county funds if probable cause is established. For the purposes of this paragraph, probable cause shall be a written and signed statement of the reasons why the inspection may be necessary.

- 5) Purchases Requiring Loans/Lease – Debt service is defined as the total annual payments of principal and interest on all existing and proposed debts for purchases of capital items. The department should not have total debt service payments that exceed 50% of the total budgeted revenues. However, the Board of Commissioners may waive this provision if there are unusual circumstances which in their opinion warrant doing so.
- 6) Any land acquisitions or new buildings where the use of service district tax funds are proposed, shall be reviewed prior to purchase by the County Fire Marshal. This is to ensure that proposed station locations would not adversely affect the department's insurance rating, or duplicate existing coverage within the county. A letter of recommendation shall be forwarded to the County Board of Commissioners for approval by the Fire Marshal.
- 7) Annual Budget Request - The Fire Service Tax Commission, in conjunction with the board of directors for the Department, shall furnish to the County Manager on or before the deadline set by the county each year, a proposed operating and capital budget estimating expenditures and revenues for the next budget year beginning July 1, including the proposed district tax rate. The County acknowledges that there may be changes in the proposed budget and final budget based upon actual expenditures and revenues. The Department shall also maintain a Capital Improvement Plan (CIP), which should include capital improvements and capital expenditures defined as those \$15,000 or greater in cost forecasted for at least five (5) years, in accordance with standards developed by the Fire Department Board of Directors. The CIP shall be submitted annually with the proposed budget. The budget and tax rate request will be presented to the Board of Commissioners for consideration. A budget must be approved by the County before public funds can be issued.

III. Independent Agreementor

The Department understands and agrees that, in entering into this Agreement and providing services, it is acting as an independent agreementor. Neither the Department, nor its employees, members nor personnel shall be deemed or construed to be employees of Wayne County. The Department shall remain in complete operational control of its vehicles, program, volunteers, assistants and employees. The Department shall be responsible for any on the job injuries to its agents, volunteers, or employees that are not covered by the workers' compensation policy. The Department shall control the hours, manner, and methods of providing fire suppression coverage by their volunteers, employees and all other persons acting on their behalf. The Department shall maintain insurance coverage covering its activities.

IV. E-Verify/Iran Divestment Act Certification

The Department understands that E-verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq. The Department is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of their knowledge, any subagreementors employed by the Department as a part of this agreement are in compliance with the requirements of E-Verify and

Article 2 of Chapter 64 of the North Carolina General Statutes. It is agreed that the Department and any subagreementors employed by them, will remain E-Verify compliant during the term of this agreement. The Department understands that failure to do so constitutes default of the terms of this agreement.

By signing this agreement, the department acknowledges it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.59.

The undersigned hereby certifies that he or she is authorized by the department to make the foregoing statement.

V. Minimum Standards

- 1) The Department shall maintain standard operating guidelines, which shall be available for review by the County Fire Marshal upon request, that address adequate staffing to operate safely on all types of incidents and as applicable to emergency response services. The department agrees to respond to all calls for service in which they are dispatched.
- 2) The Department shall use reasonable efforts to ensure the presence of a representative in good standing (as determined by WCFA Executive Board) to attend scheduled meetings of the Wayne County Firefighter's Association. The Department also agrees to follow the minimum guidelines and standards adopted by the association. The Department also agrees to pay dues or fees due to the association by the deadlines set by the Executive Board for the Department and its members to be in good standing with the association.
- 3) Wayne County Board of Commissioners shall appoint three (3) Fire Service District Commissioners to represent the tax payers of the service district. Their duties include but are not limited to oversee expenditures of tax payer funds, compliance to the agreement and services provided. These appointments may be recommended by the department for consideration of approval by the Board of Commissioners. The appointees shall be citizens that reside within the service district, own real property within the district and be different from the members of the department's Board of Directors.
- 4) The Department shall arrange for the National Incident Management System ("NIMS") staff training, as required in accordance with Homeland Security Presidential Directive-5 (Management of Domestic Incidents) including, but not limited to, ICS100, ICS200 and NIMS 700.
- 5) The Department shall ensure, if it chooses to participate in events such as out of district events, that adequate fire protection is available for the Fire District in its absence.
- 6) The Department shall participate in the National Fire Incident Reporting System ("NFIRS") approved for use by the WCFA and provide copies of its reports to citizens, insurance companies and investigators. The department will also provide by approved electronic format, a copy of all reports within any month to the Wayne County Office of Emergency Services by the 15th of the next month.

- 7) The Department should develop and annually update pre-fire incident surveys for all commercial buildings within the Fire District. The County Fire Marshal may assist the Fire Department, upon request, in the development of a pre-fire incident survey for buildings within the Fire District.
- 8) The Department officer in charge shall attempt to determine the origin and cause of each fire. If the officer is unable to determine the origin and cause of the fire, he shall request OES assistance with origin and cause determination. Anytime there is a serious injury and/or death from a fire, the officer shall request OES assistance with origin and cause determination. The OES staff and command will determine if additional assistance is needed from additional agencies.
- 9) If pressurized fire hydrants are located within the fire district the Fire Department shall immediately report any malfunctions or damage to hydrants to the entity owning the water system. Water districts shall be notified in the event large volumes of water will be needed for firefighting suppression. During training or testing the water department shall be notified in advance by the department.
- 10) The Department shall maintain standard operating guidelines, which shall be available upon request, related to static water point testing and maintenance. The Fire department should ensure and maintain appropriate records thereof, that each static water point and dry fire hydrant in the Fire District is flushed and checked, at least annually, for accessibility, functionality, visibility, and operation.
- 11) Based upon federal guidelines to submit an annual 990 tax filing, each fire department should adopt appropriate policies regarding:
 - ☐ Conflict of interest
 - ☐ Whistleblower protection
 - ☐ Records retention
- 12) Based upon financial management practices, the Department should establish a financial reserve of three (3) months operating expenses as determined by the Board of Directors. These funds should be in a separate account and only used to maintain Department operations. If funds are used, a plan shall be in place to replenish these funds.
- 13) This agreement may not be transferred or assigned by the Department, nor may the services agreed upon herein be sub-agreed to other parties unless approved by the Wayne County Board of Commissioners.
- 14) If any part of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, that part shall be deemed a separate distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this agreement.

- 15) This agreement is not intended to serve for the benefit of any third party. The rights and obligations contained herein belong exclusively to the entities that are parties hereto and no third party shall rely upon anything contained herein as a benefit to that third party.
- 16) The Department agrees to maintain compliance with State and Federal laws and regulations which are applicable to the department.

VI. Automatic Aid

Article 83 of NCGS Chapter 58 authorizes automatic aid assistance between fire departments whereby full authority may be exercised by them to send firefighters and apparatus beyond the territorial limits which they normally serve.

The purpose of this agreement is to provide each of the parties, through their mutual cooperation, a pre-determined plan, as agreed upon in dispatch protocol, by which each of them might render aid to the other in case of any incident demanding additional resources.

It is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance, and in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

In consideration of the mutual covenants contained herein by and between the fire departments of Wayne County, it is hereby agreed as follows:

- 1) Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration, holocaust, civil disorder or natural disaster, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to dispatch available apparatus equipment and manpower to assist the requesting party.
- 2) It shall be the responsibility of the officer of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
- 3) The party providing automatic aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
- 4) Each party to this agreement shall assume all costs of salaries, wages, bonuses or other compensation for its own personnel that respond for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used specifically in this response and shall make no charge for such use to the party requesting assistance.
- 5) When fire department personnel respond pursuant to the agreement, the jurisdiction, authority, rights, privileges, and immunities including coverage under workers

compensation laws shall be extended to department personnel during the entire incident until completion.

VII. Termination of Agreement; Breach of Agreement

Each party shall have the right to terminate this Agreement by giving the other party one hundred eighty (180) days written notice of termination. In the event of termination, the Department shall only be entitled to a pro rata share of the fire district tax collected during the fiscal year based on the length of time that the agreement was in effect. In the event the Department loses its Department of Insurance certification of meeting a 9S/9E standard, the County may terminate the agreement by giving thirty (30) days written notice. In addition, the Department shall provide County with a financial accounting, as required by County, for all funds received by the Department and on hand up to the date of termination.

Failure to provide protection or meet conditions as contemplated in this agreement will result in the County withholding any and all funds unless a plan for compliance or resolution is made.

Any failure to provide protection or meeting conditions in this agreement will require a meeting between the Board of Directors Chairman, Fire Chief and the County Fire Marshal to provide the County a plan for compliance. If an adequate plan for compliance is not provided, or is not being followed, additional meetings with the above personnel and the Wayne County Firefighter’s Executive Board will follow. If a resolution is not reached, the County Manager, some County Commissioners and other appropriate county personnel will meet with Department officials for a resolution. If the County and Department do not agree on a resolution or the resolution is not followed by the Department, the County may terminate this agreement upon giving 30 days written notice.

VIII. Term of the Agreement

The term of this agreement shall be from the date of execution through October 31, 2026.

IX. Written Notices

Any written notices required under this Agreement shall be sent to the following:

To the Department:

Name: Jason Wolfe
Title: Chairman, Board of Directors
Address: 998 Forehand Road
Pikeville, NC 27863
Email: berniewolfe@wcpd.org
Phone: 919-920-9764

To the County:

Bryan Taylor
Fire Marshal
P.O. Box 227
Goldsboro, NC 27533-0227

XI. Entire Agreement

This Agreement constitutes the entire understanding of the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No modification or rescission of this Agreement shall be effective unless evidenced by a writing signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, by authority duly given, on the date first above written.

WAYNE COUNTY
(CORPORATE SEAL)



ATTEST: BY:

Carel Bowden
Clerk to the Board of Commissioners

Barbara Aycock
Chairman, Board of Commissioners

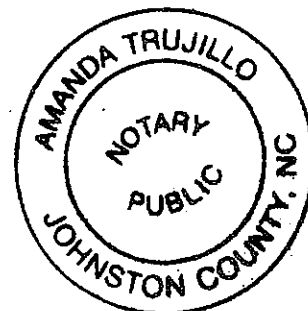
I, Amanda Trujillo, a Notary Public of the State and County aforesaid, certify that Carel Bowden personally appeared before me this day and acknowledged that he/she is Clerk to the Board of Commissioners of Wayne County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its Chairman, sealed with its official seal and attested by its Clerk.

WITNESS my hand and official seal, this 16 day of Sept, 2025

Amanda Trujillo
Notary Public

My Commission Expires: 12/17/28

ANGELA S. BOSWELL
NOTARY PUBLIC
STATE OF NORTH CAROLINA
Angela S. Boswell



PATETOWN VOLUNTEER FIRE DEPARTMENT, INC.

ATTEST: BY:

John Gardner
Secretary

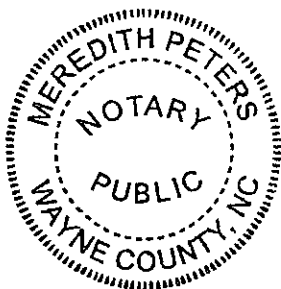
[Signature]
Chairman Board of Directors

Randy Murphy
Chairman Fire District Commission
Email: _____
Phone: 919-922-2354

John Gardner
Fire Chief
Email: john.gardner.1970@icloud.com
Phone: 919-738-5475

I, Meredith Peters, a Notary Public of the State and County aforesaid, certify that Jason Wolfe, Chairman Board of Directors Randy Murphy, Chairman Fire District Commission and John Gardner, Fire Chief personally appeared before me this day and acknowledged they are Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and Secretary of the Patetown Fire Department, a non-profit corporation and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman Board of Directors, Chairman Fire District Commission, Fire Chief and attested by him/herself as its Secretary, all by order of the Board of Directors of said corporation, and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal, this 4 day of September, 2025.



Meredith Peters
Notary Public
My Commission Expires: 5/30/2028

SUMMARY OF PERSONNEL POLICY CHANGES REQUIRED UNDER SL 2025-16

Article 3. Abuse Prevention and Reporting

Child: A child is defined as anyone under the age of ~~12~~ **of 18**.

Youth: A youth is defined as anyone between ~~12 and 18 years of age~~.

Article 3. Background Screenings

~~Safeguards in the hiring process will be used to eliminate from consideration any candidates who display characteristics that could classify them at a high risk for violating this policy. The required screenings and background information will depend on the position and its level of involvement with children, youth, and vulnerable adults.~~

Criminal history record checks of employees permitted. Criminal history checks in the hiring process will be used to eliminate from consideration any candidates who display characteristics that could classify them at a high risk for violating this policy, specifically for candidates whose position includes a high level of involvement with children and vulnerable adults. Applicants for positions whose duties require the employee to work with children in any capacity, if offered the position, shall be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. The county will extend a conditional offer of the position pending the results of the criminal history record check. Results obtained through the criminal history record checks shall be confidential. Applicants shall have the right to review their own criminal history record.

Article 4. Qualified Standards

The Human Resources Office may conduct a review of criminal records and credit records of final candidates. Offers of employment are contingent upon a satisfactory background check and credit check (if applicable). **Applicants for positions whose duties require the employee to work with children in any capacity, if offered the position, shall be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. The county will extend a conditional offer of the position pending the results of the criminal history record check. Results obtained through the criminal history record checks shall be confidential. Applicants shall have the right to review their own criminal history record.**

or impairment of the function of any bodily member or organ, or that results in prolonged hospitalization.

- (2) Serious physical injury. – Physical injury that causes great pain and suffering. The term includes serious mental injury."

SECTION 3.3. Prosecutions for offenses committed before the effective date of this act are not abated or affected by this act, and the statutes that would be applicable but for this act remain applicable to those prosecutions.

SECTION 3.4. Sections 3.1 and 3.2 of this act become effective December 1, 2025, and apply to offenses committed on or after that date.

PART IV. CRIMINAL HISTORY RECORD CHECK REQUIREMENT FOR APPLICANTS OFFERED A POSITION FOR CITY AND COUNTY EMPLOYMENT WORKING WITH CHILDREN

SECTION 4.1. G.S. 153A-94.2 reads as rewritten:

"§ 153A-94.2. Criminal history record checks of employees permitted.

(a) The board of commissioners may adopt or provide for rules and regulations or ordinances concerning a requirement that any applicant for employment be subject to a criminal history record check of State and National Repositories of Criminal Histories conducted by the State Bureau of Investigation in accordance with ~~G.S. 143B-1209.25~~ [G.S. 143B-1209.26], ~~G.S. 143B-1209.26~~. The local or regional public employer may consider the results of these criminal history record checks in its hiring decisions.

(b) Notwithstanding the provisions of subsection (a) of this section, if the position being filled requires an applicant for employment to work with children in any capacity, the board of commissioners shall require the applicant, if offered the position, be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. The local or regional public employer must extend a conditional offer of the position pending the results of a criminal history record check required by this section."

SECTION 4.2. G.S. 160A-164.2 reads as rewritten:

"§ 160A-164.2. Criminal history record check of employees permitted.

(a) The council may adopt or provide for rules and regulations or ordinances concerning a requirement that any applicant for employment be subject to a criminal history record check of State and National Repositories of Criminal Histories conducted by the State Bureau of Investigation in accordance with ~~G.S. 143B-1209.25~~ [G.S. 143B-1209.26], ~~G.S. 143B-1209.26~~. The city may consider the results of these criminal history record checks in its hiring decisions.

(b) Notwithstanding the provisions of subsection (a) of this section, if the position being filled requires an applicant for employment to work with children in any capacity, the council shall require the applicant, if offered the position, be subject to a criminal history record check conducted by the State Bureau of Investigation in accordance with G.S. 143B-1209.26. The city must extend a conditional offer of the position pending the results of a criminal history record check required by this section."

SECTION 4.3. Sections 4.1 and 4.2 of this act become effective October 1, 2025, and apply to offers of employment on or after that date.

Attachment F

N.C. Cooperative Extension
Wayne County Center
<http://wayne.ces.ncsu.edu>



P. O. Box 68, 27533-0068
3114 B Wayne Memorial Dr.
Goldsboro, NC 27534
Phone: (919) 731-1525
Fax: (919) 731-1511

August 21, 2025

To: Whom it may Concern



From: Anna Estrada
County Extension Director

Re: Budget Memo

The purpose of this memo is to propose a revised daily fee for vendors at the Farm Credit Farmers Market, who participate only in special events, rather than registering for the annual vendor fee of \$100.00.

Currently, our regular daily vendor rate is **\$5.00**. For vendors who do not pay the annual fee and only participate in special events, we propose a special event daily rate of **\$35.00**. This rate would apply to events such as Ag Fest, Discovery Day, Christmas at the Farm, etc.

For vendors participating in two or more holiday season events, the rate will be **\$70.00**.

This rate would apply to special events scheduled between **November 6 and December 13**.

We anticipate participation from approximately **5-10 vendors** who may opt for this special event rate.

The intent of this revised rate is to provide a flexible option for vendors who are interested in participating in the final months of the year without committing to the full annual fee, while still supporting event operations and maintaining fairness to full-year vendors.

Looking ahead for next season, we plan to increase the regular daily vendor rate to \$10.00.

Please let me know if additional information or clarification is needed.



Carol Bowden

From: Jason Elliott <jelliott@ardurra.com>
Sent: Friday, September 5, 2025 11:58 AM
To: Carol Bowden
Cc: Chip Crumpler; Angie Boswell; Corey Oxendine
Subject: [External] - GWW - Change Orders for 9/16 Commissioners Meeting
Attachments: 2025-09-04 - GWW Parking Lot Drainage Improvements_Change Order #2.pdf;
2025-07-31 - Perimeter Fence_Change Order #2_Partially Executed.pdf

Carol,

Can you have the attached Change Orders added to the September 16th Commissioners agenda? They are for the following:

- Change Order #2 for the Parking Lot Drainage Improvements Project – This change order covers additional work that adds more parking spaces and sidewalks, as well as the repair of an existing damaged pipe. The change order adds \$34,911.07 to the project and will be funded 100% by State ARPA funds. The change order has been approved by the Division of Water Infrastructure (DWI).
- Change Order #2 for the Perimeter Fence Project – This change order is needed to reconcile the final quantities for the project, as well as adding a pipe ditch crossing to improve access for mowing and maintenance. The change order adds \$11,651.80 to the project and will be 90% funded by the State Aid grant awarded for the project. The change order has been approved by the Division of Aviation (DOA).

Let me know if you have any questions.

Thanks!



Jason L. Elliott, PE

Sr. Project Manager

O: 919.256.5616 | **M:** 919.412.7235

720 Corporate Center Drive, Raleigh, NC 27607

jelliott@ardurra.com | www.ardurra.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.

CHANGE ORDER #2Date: August 29, 2025

Agreement Date: _____

PROJECT: GWW – Parking Lot Drainage Improvements
OWNER: Wayne County
CONTRACTOR: Allen Grading Company
PROJECT NUMBERS: DWI Project No. SRP-SW-ARP-0028
ARDURRA#: 20230783.00.RA

The following changes and/or additions are hereby made to the Contract Documents as follows:

See the attached spreadsheet for quantity/cost changes.

Total Change Order #2: \$34,911.07 Increase

Change to Contract Time: 10 Additional Days

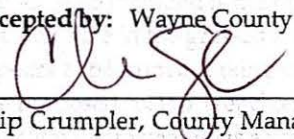
Justification for Change Order: This change order is needed to incorporate changes from the attached Bulletins #2 and #3. Also included is the repair of an existing pipe adjacent to the project area. The issue was discovered because of a sink hole in the grassed area between Aviation Drive and the Phase 3 parking lot construction area. The sink hole appears to be from a leaking joint where an 18" concrete pipe was connected to a 24" pipe at some point in the past. The proposed fix is a Trenchless Point Repair (TPR) which consists of installation of a liner to repair the joint. Additional information is attached.

Change to Contract Price:

Original Contract Price	\$ 1,234,734.00
Revised Contract Price from previous Change Orders	\$ 1,221,134.81
The Contract Price due to this Change is increased by	\$ 34,911.07

New Contract Price, including this Change Order will be \$ 1,256,045.88

Accepted by: Wayne County


Chip Crumpler, County Manager

Date

9/14/25

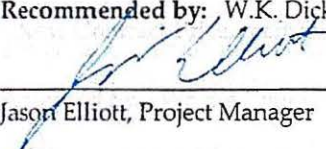
Requested by: Allen Grading Company

Aldridge Forrester
Aldridge Forrester, Project Manager

9/4/2025

Date

Recommended by: W.K. Dickson & Co., LLC DBA Ardurra Group North Carolina


Jason Elliott, Project Manager

9/4/2025

Date

CHANGE ORDER NO. 2

OWNER: Wayne County

OWNER'S ADDRESS: Wayne County

PO Box 227

Goldsboro, NC 27533-0227

NAME OF AIRPORT: Wayne Executive Jetport

LOCATION OF AIRPORT: Pikeville, NC

NAME OF CONTRACTOR: Allen Grading Company

ADDRESS OF CONTRACTOR: PO Drawer 1838

Goldsboro, NC 27533

DESCRIPTION OF WORK:

GWW - Parking Lot Drainage Improvements

DWI Project No. SRP-SW-ARP-0028

DATE PREPARED:

August 26, 2025

PROJECT NUMBER:

20230783.00.RA

ORIGINAL AMOUNT OF CONTRACT:

\$1,234,734.00

ITEM NO. & DESCRIPTION		UNIT	CURRENT ESTIMATED QUANTITY	NEW ESTIMATED QUANTITY	CURRENT UNIT COST	NEW UNIT COST	CURRENT EXTENDED TOTAL	NEW EXTENDED TOTAL
Bid Schedule Updates								
Plans	Remove Existing Fence	LF	290	210	\$10.00	\$10.00	\$2,900.00	\$2,100.00
P-101-4	Remove Storm Drain Pipe (15"-24")	LF	432	424	\$25.00	\$25.00	\$10,800.00	\$10,600.00
P-101-6	Remove Drop Inlet	EA	3	4	\$1,500.00	\$1,500.00	\$4,500.00	\$6,000.00
P-152-1	Unclassified Excavation (Excavation & Excess Material Removal)	CY	1,200	1,245	\$25.00	\$25.00	\$30,000.00	\$31,125.00
D-701-4	24" RCP Class III with rubber gaskets	LF	284	276	\$153.00	\$153.00	\$43,452.00	\$42,228.00
D-751-2	Precast Concrete Drop Inlet (Per NCDOT 840.14)	EA	3	4	\$3,500.00	\$3,500.00	\$10,500.00	\$14,000.00
T-904	Sodding	SY	1,050	1,075	\$15.00	\$15.00	\$15,750.00	\$16,125.00
32 13 13	Concrete Sidewalk	SY	91	138	\$62.50	\$62.50	\$5,687.50	\$8,625.00
New (32 13 13)	Concrete Sidewalk (6" Thick)	SY	0	92	\$0.00	\$81.00	\$0.00	\$7,452.00
32 13 13	8" Wide Concrete Curb / Concrete Edge Restraint	LF	1,844	1,786	\$25.80	\$25.80	\$47,575.20	\$46,078.80
32 14 13.19	Permeable Pavement (Includes Pavers, Stone, Geotextile fabric, PVC Liner, Observation Wells, Coordination, Testing, Adjacent Asphalt pvmt replacement, etc.)	SY	3,475	3,586	\$124.77	\$124.77	\$433,575.75	\$447,425.22
32 17 23	Waterborne Pavement Marking Lines (4", White)	LF	1,460	1,640	\$2.25	\$2.25	\$3,285.00	\$3,690.00
Plans	Concrete Wheel Stop	EA	17	21	\$125.00	\$125.00	\$2,125.00	\$2,625.00
Plans	Concrete Pipe Collar (Per NCDOT 840.72)	CY	1	0.45	\$750.00	\$750.00	\$750.00	\$337.50
Plans	Replace Chain Link Fence	LF	100	0	\$47.00	\$47.00	\$4,700.00	\$0.00
New	Trenchless Point Repair (TPR)	LS	0	1	\$0.00	\$12,100.00	\$0.00	\$12,100.00
TOTAL:							\$615,600.45	\$650,511.52

NET CONTRACT CHANGE

\$34,911.07

**BULLETIN NO. TWO (002)****WAYNE EXECUTIVE JETPORT (GWW)
PARKING LOT DRAINAGE IMPROVEMENTS****Project No. 20230783.00.RA
DWI Project No. SRP-SW-ARP-0028****June 2, 2025**

This Bulletin is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specifications and drawings shall remain in effect in their respective order.

DRAWINGS

Bulletin #2 has been developed to address the following drawing revisions:

- Sheet 1 – The Cover Sheet has been updated to add an additional Construction Details sheet (Sheet 14A) to the Sheet List Table.
- Sheet 4 – The Existing Conditions & Demolition Plan has been updated as follows:
 - Reduced the linear footage of existing 24" RCP (reinforced concrete pipe) to be removed near edge of parking lot. The existing 24" RCP can be tied directly into the proposed drop inlet instead of stubbing out a section of new RCP. This change will help avoid conflicts with the ongoing fence project.
 - Eliminated fence removal along southeast parking lot edge. This fence will be removed by the current fence project.
 - Added the removal and replacement of the existing drop inlet, DI-3. The drop inlet was to remain in place but fell apart when exposed to connect the new pipe and needs replacement.
 - Changed removal and replacement of 20 linear feet of chain link fence to just removal. The fence will be replaced in a different location as part of the current fence project.
- Sheet 5 – The Site Layout Plan has been updated as follows:
 - Shifted the location of the concrete encased duct bank farther southeast to better align with the future terminal expansion project. There is no cost associated with this change.
 - Changed the proposed curb ramp style in two locations to better accommodate the future terminal expansion project. There is no cost associated with this change.



- Revised the plans in two place to note that the fence will be replaced by others and will not be replaced by the contractor. The fence will be replaced as part of the current fence project.
- Revised the sidewalk layout adjacent to hangar and flight school to tie into stairs for better access.
- Sheet 8 – The Grading & Drainage Plan has been updated as follows:
 - Revised to show existing RCP connecting directly to new drop inlet, DI-5.
- Sheets 9 & 10 – The Storm Sewer Profiles sheets were revised to update the pipe profiles, drainage structure table, and drainage pipe table to reflect the changes made to the previous sheets.
- Sheet 14A – Added new Construction Details sheet, Sheet 14A, to add new curb ramp detail for alternate curb ramp style.

QUANTITY CHANGES

There are eight (8) pay items associated with this bulletin. The quantity changes as a result of this bulletin are below.

Bulletin #2 Pay Items			
Item	Description	Unit	Quantity
Plans	Remove Existing Fence	LF	-80
P-101-4	Remove Storm Drain Pipe (15"-24")	LF	-8
P-101-6	Remove Drop Inlet	EA	1
D-701-4	24" RCP Class III with rubber gaskets	LF	-8
D-751-2	Precast Concrete Drop Inlet (Per NCDOT 840.14)	EA	1
32 13 13	Concrete Sidewalk	SY	19
Plans	Concrete Pipe Collar (Per NCDOT 840.72)	CY	-0.55
Plans	Replace Chain Link Fence	LF	-100

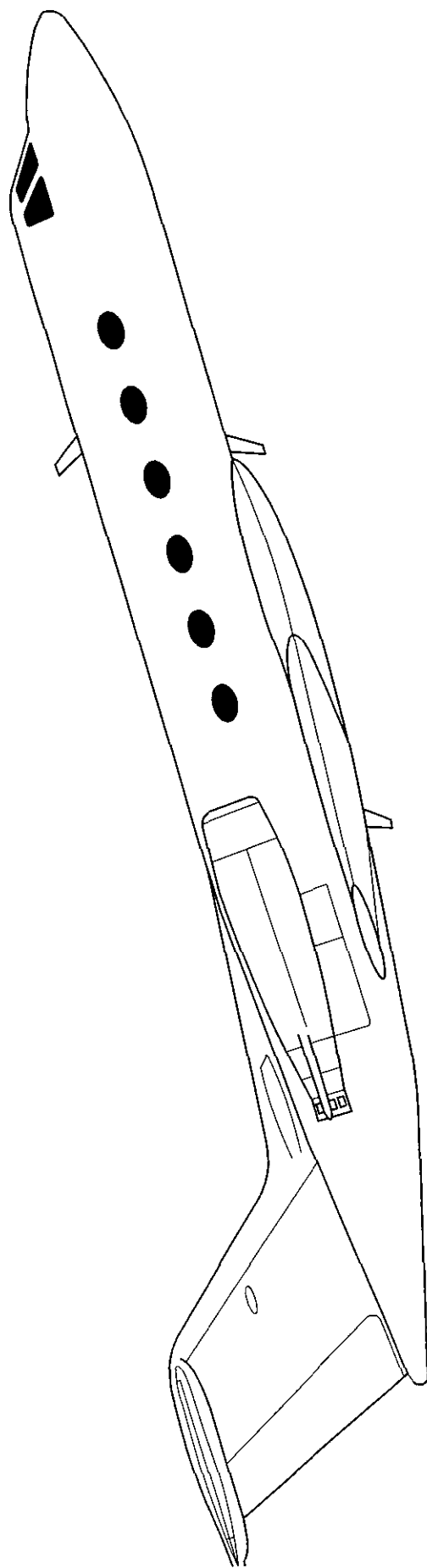
Attachments:

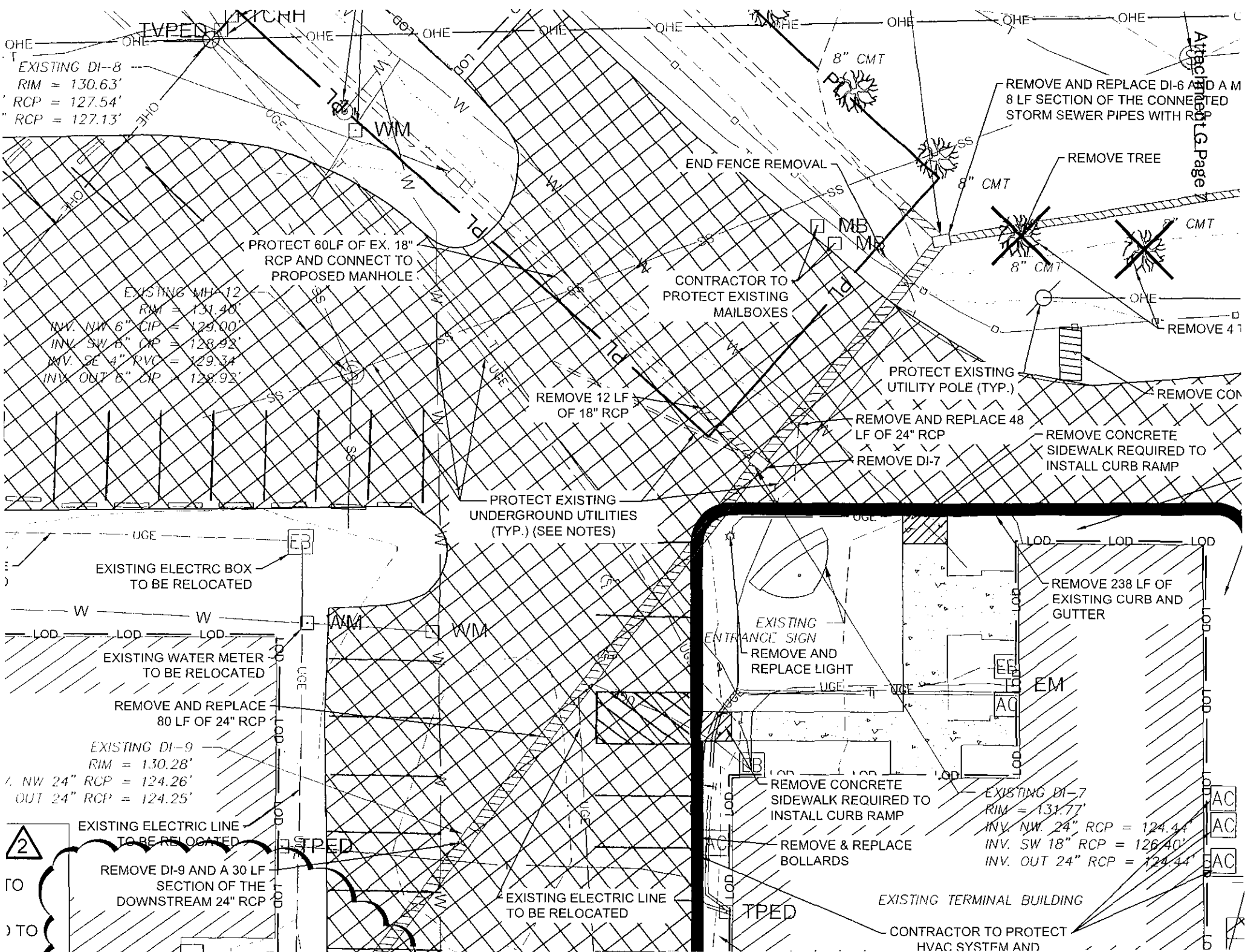
- Reissue the following drawings: Sheets 1, 4, 5, 8, 9, 10 & 14A..

END OF BULLETIN NO. 002

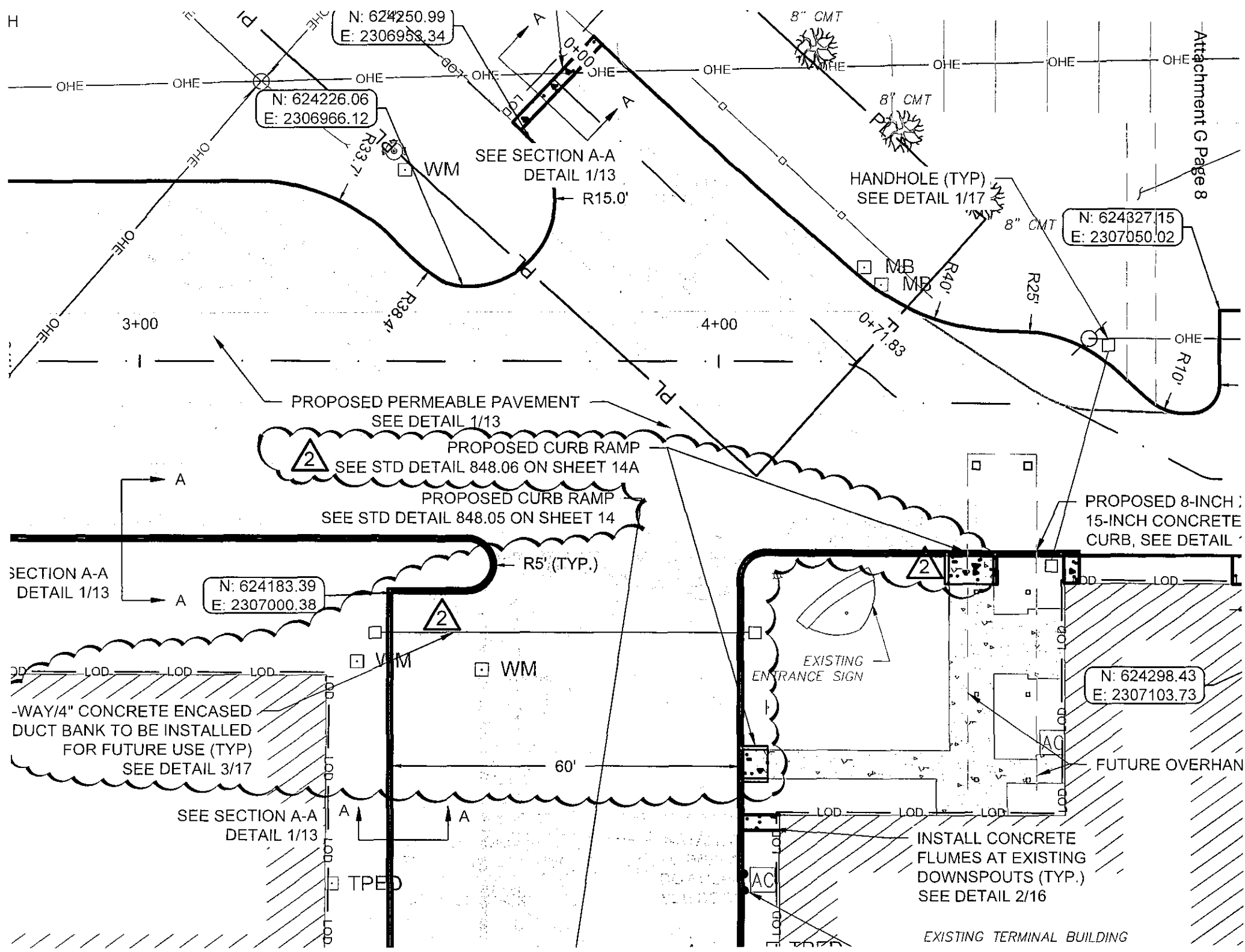
**VK DICKSON PROJ. NO. 20230667.00.RA
(from ARPA) Project No.: SRP-SW-ARP-0028**

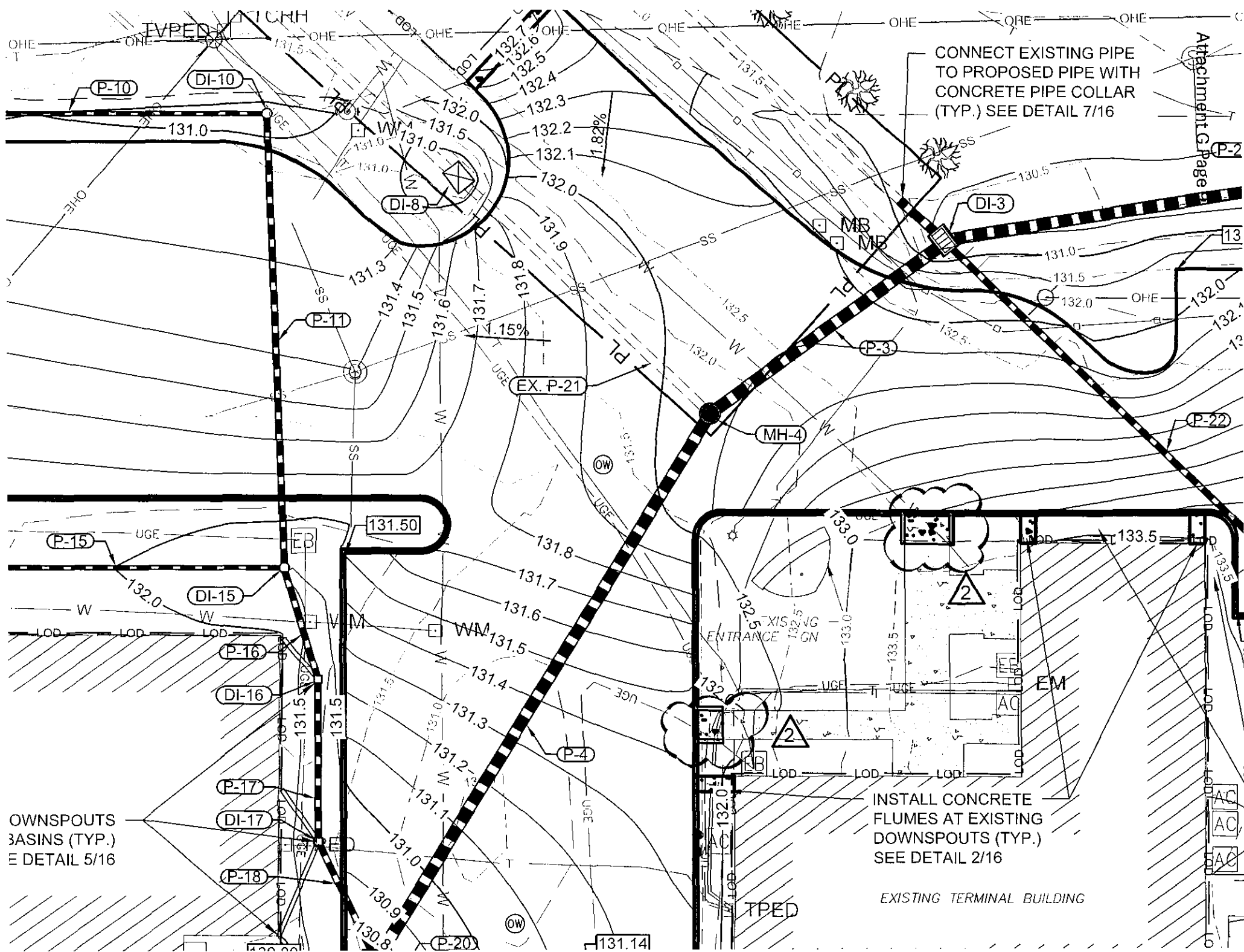
RELEASED FOR CONSTRUCTION

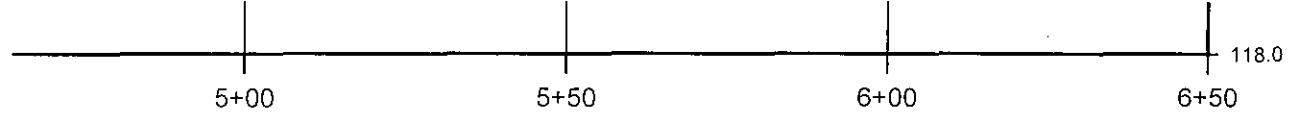




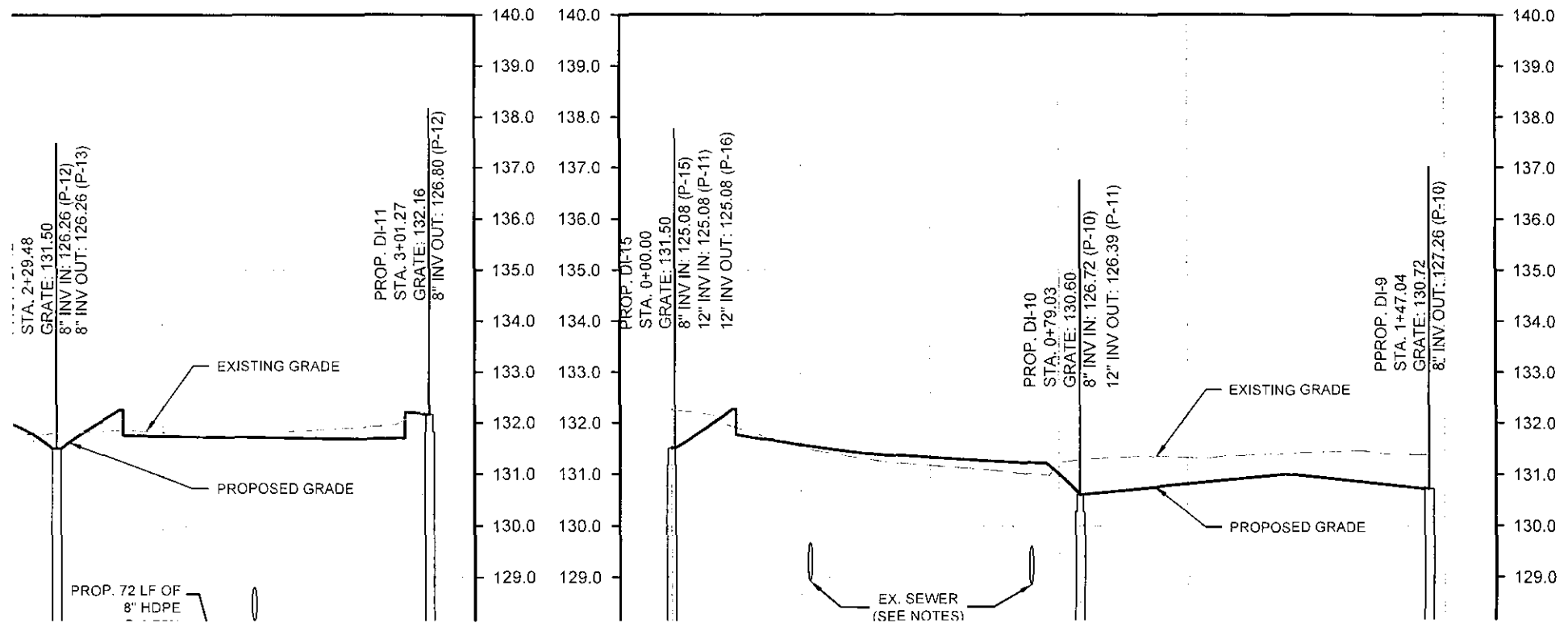
Attachment G Page A

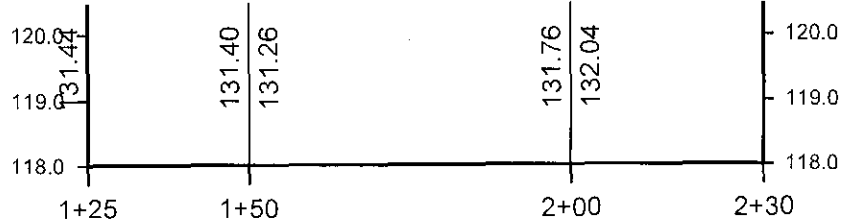






DI-16	15" PVC BASIN	Attachment C Page 19	N
DI-17	15" PVC BASIN		E
DI-18	15" PVC BASIN		N
DI-19	15" PVC BASIN		E
DI-20	EXISTING CATCH BASIN		N
DI-21	15" PVC BASIN		E
DI-22	NCDOT DROP INLET		N
MH-4	NCDOT MANHOLE		E





PROFILE - DI-8 TO DI-4

HORIZONTAL SCALE: 1" = 30'

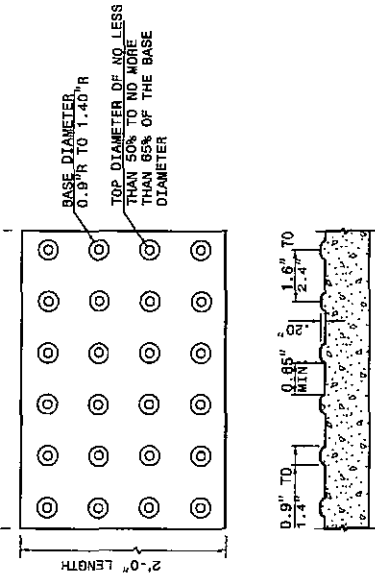
VERTICAL SCALE: 1" = 3'



PROFILE: DI-2 TO DI-7

HORIZONTAL SCALE: 1" = 30'

VERTICAL SCALE: 1" = 3'



DETECTABLE WARNING SURFACE





BULLETIN NO. THREE (003)

**WAYNE EXECUTIVE JETPORT (GWW)
PARKING LOT DRAINAGE IMPROVEMENTS**

**Project No. 20230783.00.RA
DWI Project No. SRP-SW-ARP-0028**

July 16, 2025

This Bulletin is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specifications and drawings shall remain in effect in their respective order.

DRAWINGS

Bulletin #3 has been developed to address the following drawing revisions:

- Sheet 5 – The Site Layout Plan has been updated as follows:
 - Revised the drive aisle and parking spaces for the parking area near the classroom building to provide an additional 4 parking spaces and provide an increased drive aisle width and alignment to provide better vehicular movement and provide more parking spaces.
 - Added sidewalk adjacent to the one-way drive aisle and continued the sidewalk to the hangar and flight school for pedestrian access.
- Sheet 6 – The Pavement Marking Plan has been updated as follows:
 - Revised to show the additional parking spaces and parking islands associated with reconfiguration of parking and drive aisle.
- Sheet 8 – The Grading & Drainage Plan has been updated as follows:
 - Revised to show proposed grading for changes associated with reconfigured parking spaces and drive aisle and new sidewalk.



QUANTITY CHANGES

There are eight (8) pay items associated with this bulletin. The quantity changes as a result of this bulletin are below.

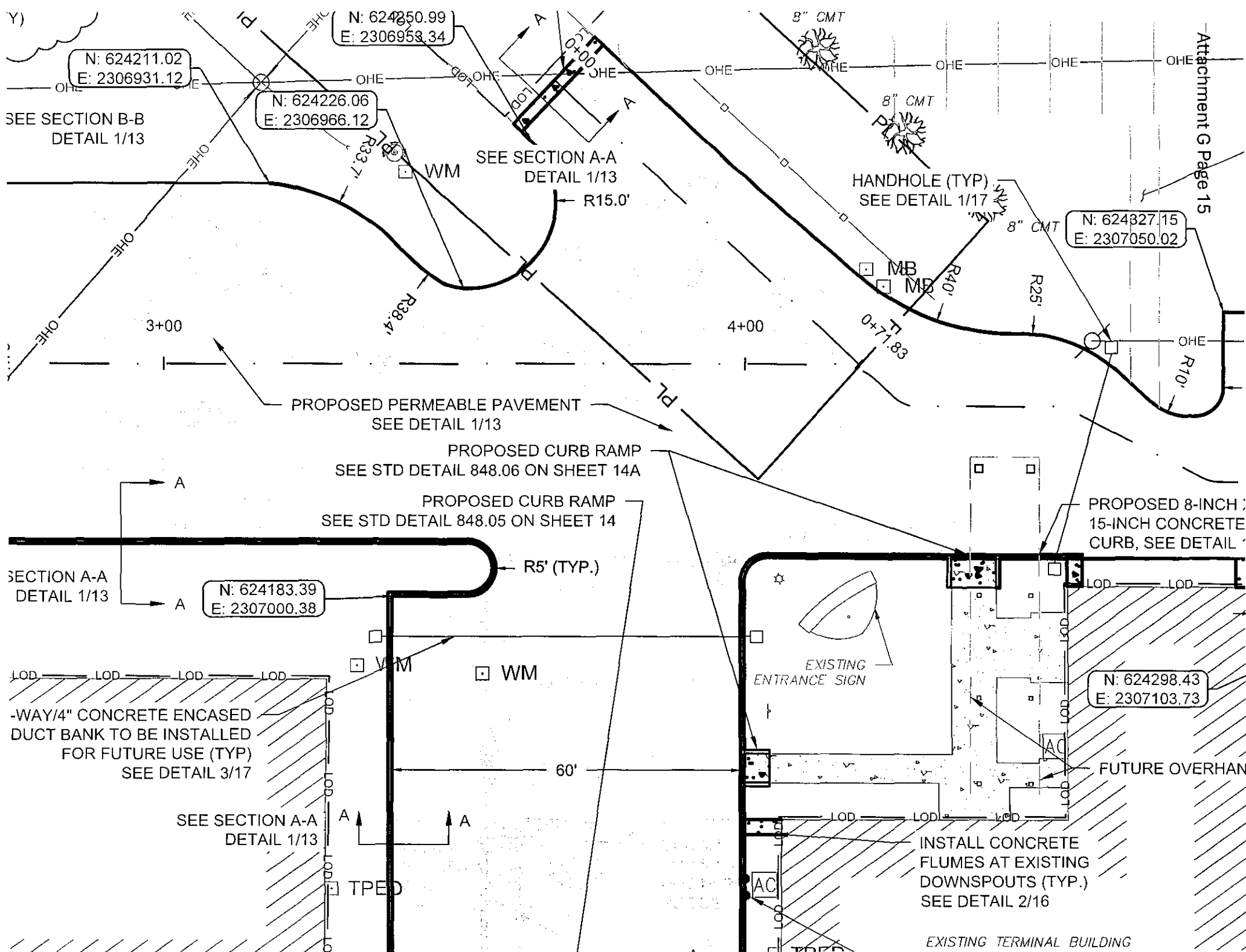
Bulletin #3 Pay Items			
Item	Description	Unit	Quantity
P-152-1	Unclassified Excavation (Excavation & Excess Material Removal)	CY	45
32 13 13..	Concrete Sidewalk	SY	28
New (32 13 13)	* Concrete Sidewalk (6" Thick)	SY	92
32 13 13	8" Wide Concrete Curb/Concrete Edge Restraint	LF	-58
32 14 13.19	Permeable Pavement (Includes Pavers, Stone, Geotextile fabric, PVC Liner, Observation Wells, Coordination, Testing, Adjacent Asphalt pvmt replacement, etc.)	SY	111
32 17 23	Waterborne Pavement Marking Lines (4", White)	LF	180
Plans	Concrete Wheel Stop	EA	4
T-904	Sodding	SY	25

*New item

Attachments:

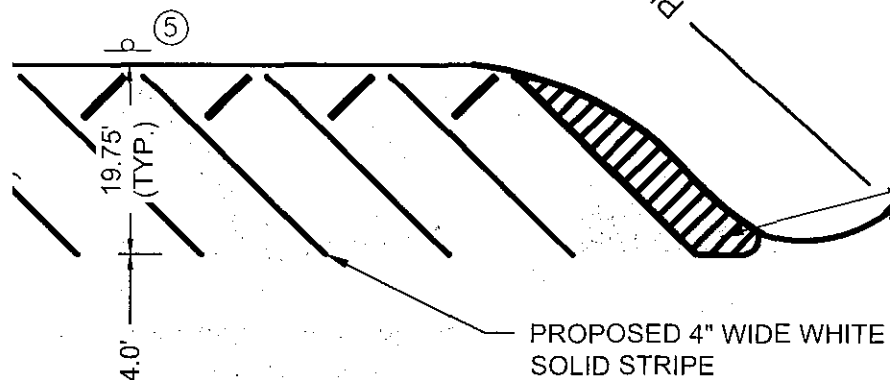
- Reissue the following drawings: Sheets 5, 6, & 8.

END OF BULLETIN NO. 003



IL STOPS (TYP.)

PROPOSED 2' WIDE CONCRETE
EDGE RESTRAINT (TYP.)

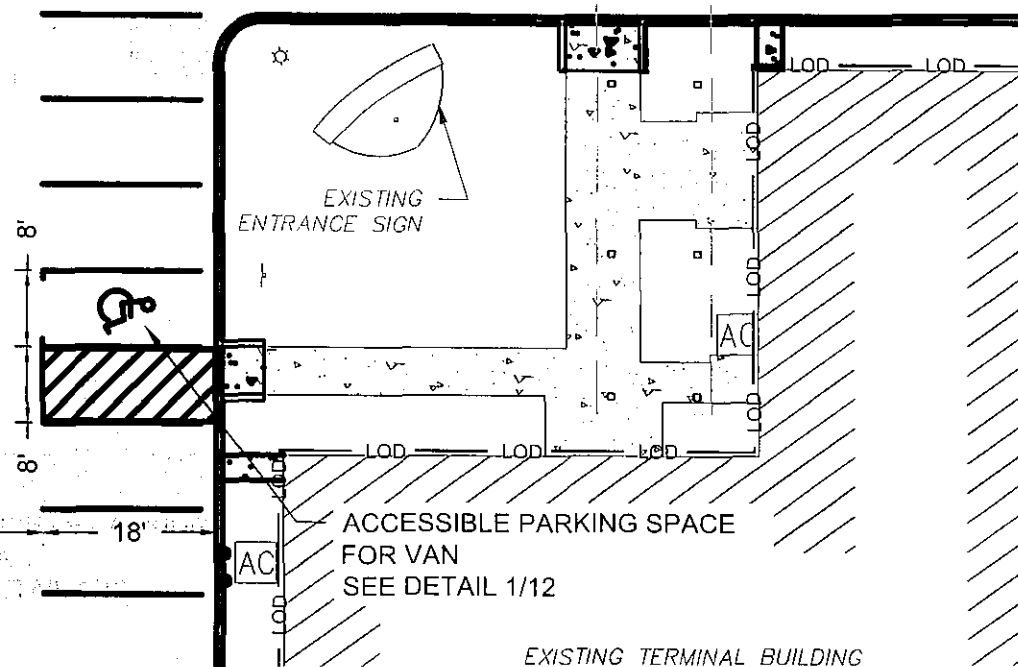
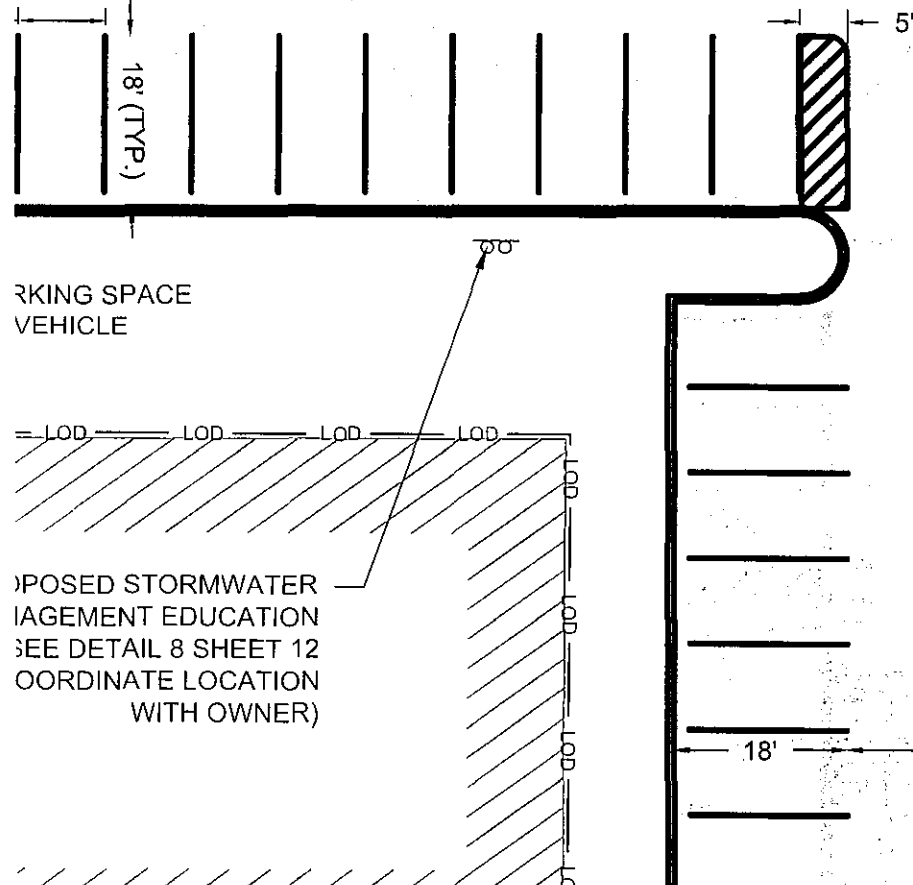


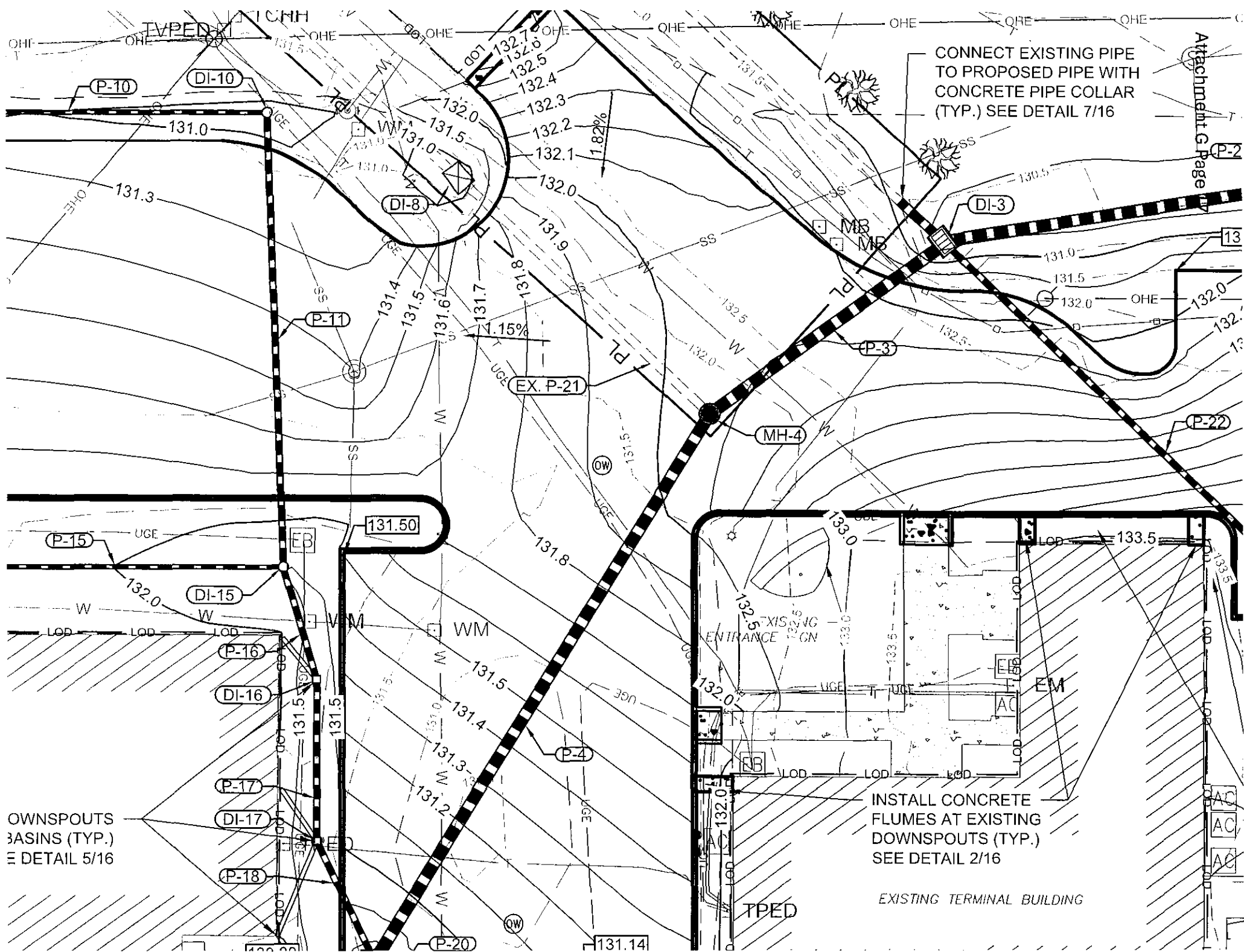
PROPOSED AISLE END
ISLANDS (TYP.)
SEE DETAIL 4/12

PROPOSED "FIRE LANE"
AND SIGNAGE
SEE DETAIL 5/12

PARKING SPACE
VEHICLE

PROPOSED STORMWATER
MANAGEMENT EDUCATION
SEE DETAIL 8 SHEET 12
COORDINATE LOCATION
WITH OWNER)





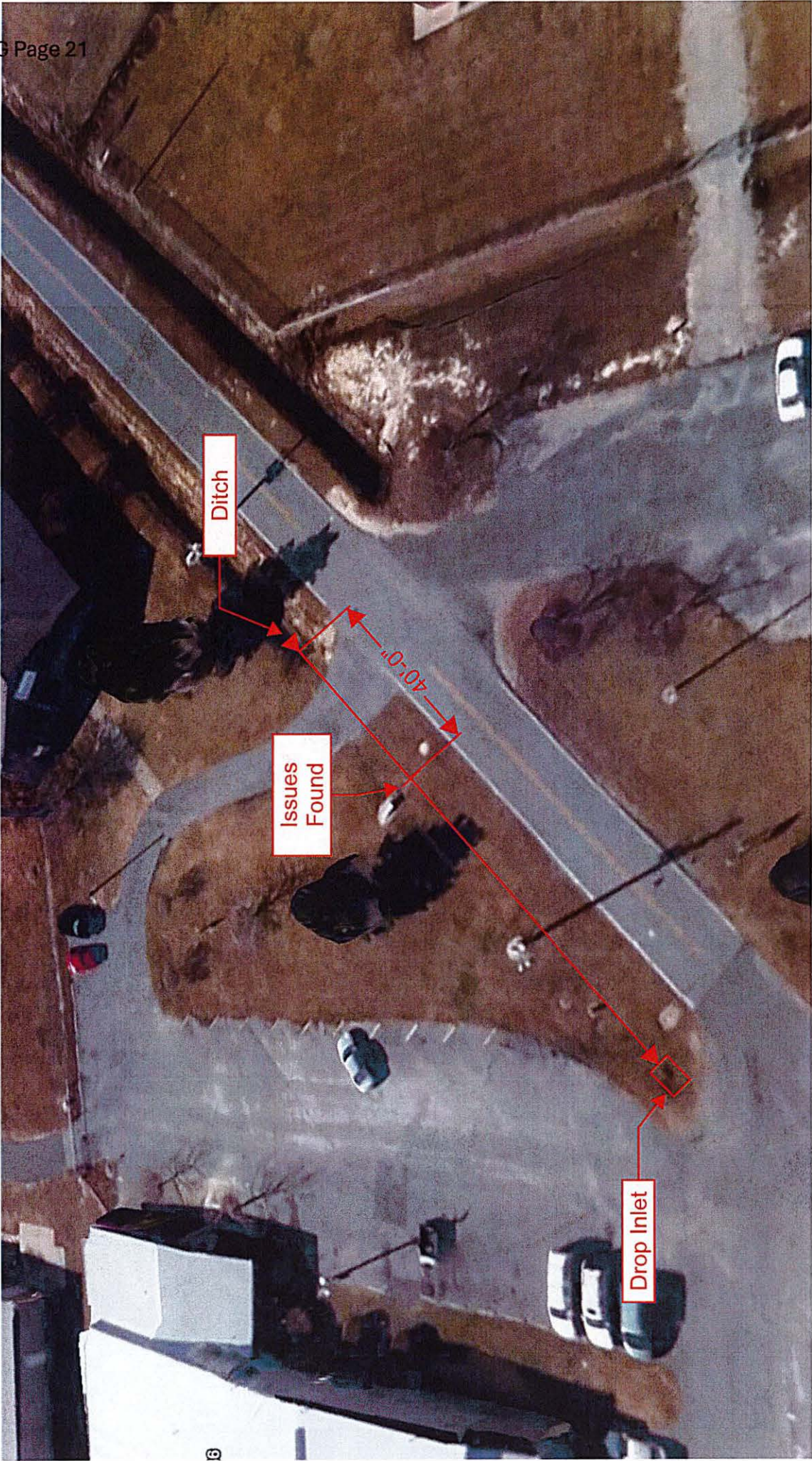
Trenchless Point Repair (TPR) Documentation

Sink Hole Photos





Wayne County Executive Jetport, Screen Shot from CCTV Video - Ditch to Drop Inlet (2025-07-25) of 24" RCP at connection to 18" RCP.





Inspection Report

450 Executive Parkway
New Bern NC 28560
eae-inc.com
Call: 252-527-3052

Section: Ditch to Drop Inlet	Date: 2025-07-25	Job ID: 4597	Client: Allen Grading	Operator: GT
---------------------------------	---------------------	-----------------	--------------------------	-----------------

Pikeville Aviation Road	Direction: Downstream Use: Circular Pipe Shape: Concrete Pipe Material: 24inch / 24inch Width / Height:	Start MH: Ditch Start Depth: Drop Inlet End MH: Drop Inlet End Depth:
Comments:		

0ft (Ditch)



0ft

Distance	Observation	Video	Pic.
0ft	Begin Survey	00:00:02	(1)



Distance	Observation	Video	Pic.
38ft 1in	Pipe Reduces to 18inch	00:05:38	(2)
38ft 1in	Bricks Laid around Pipe	00:05:40	(3)
39ft 9in	Bricks Laid	00:05:53	(4)
39ft 9in	Possible Infiltration at Joint	00:05:59	(5)
40ft 1in	Pipe Is Clean Past Sinkhole	00:06:21	(6)
40ft 1in	End Survey	00:06:28	(7)



(1)



(2)



(3)



(4)



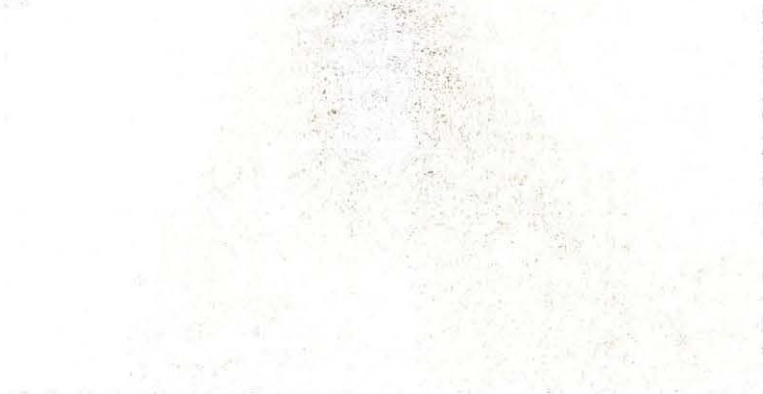
(5)

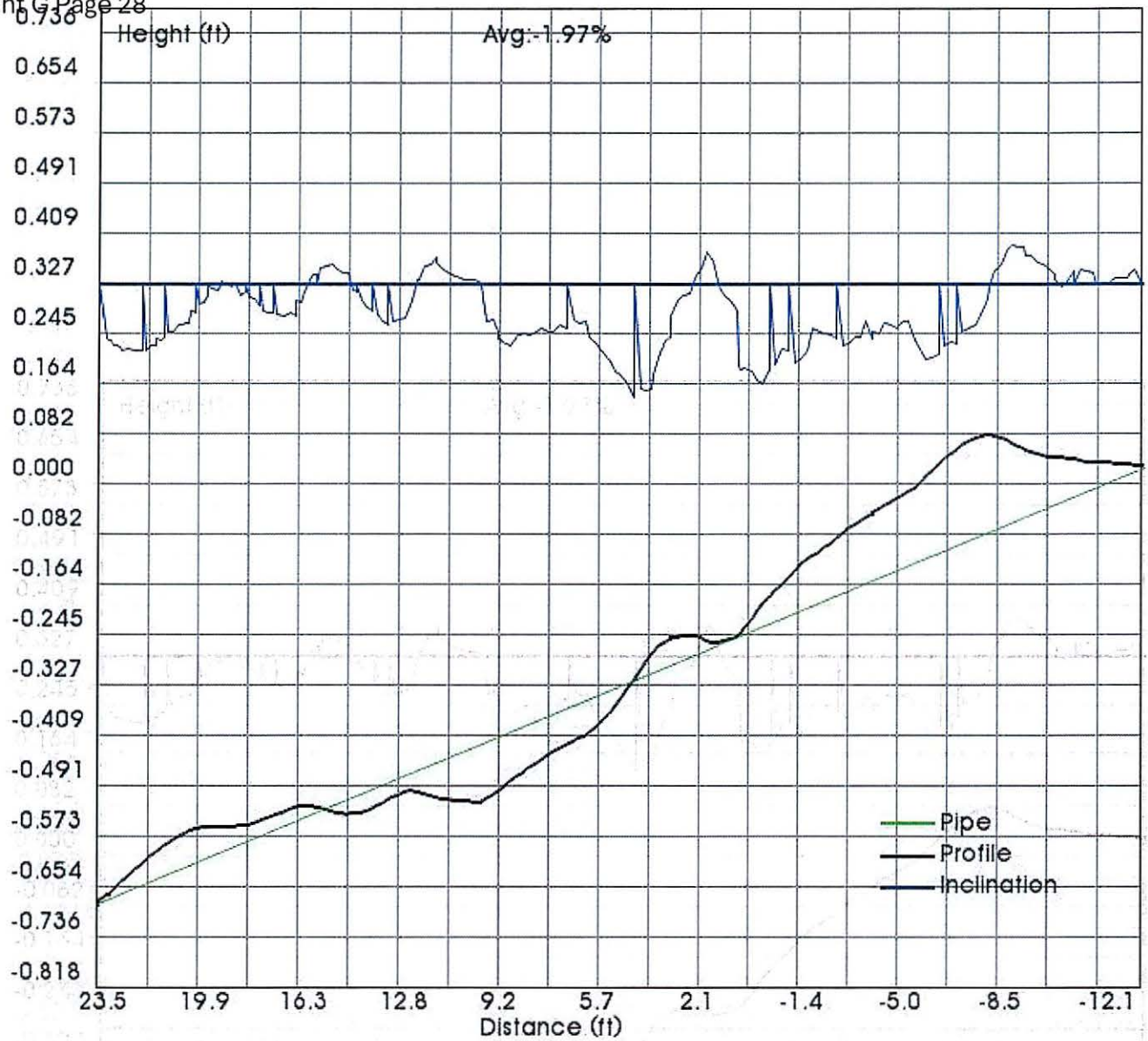


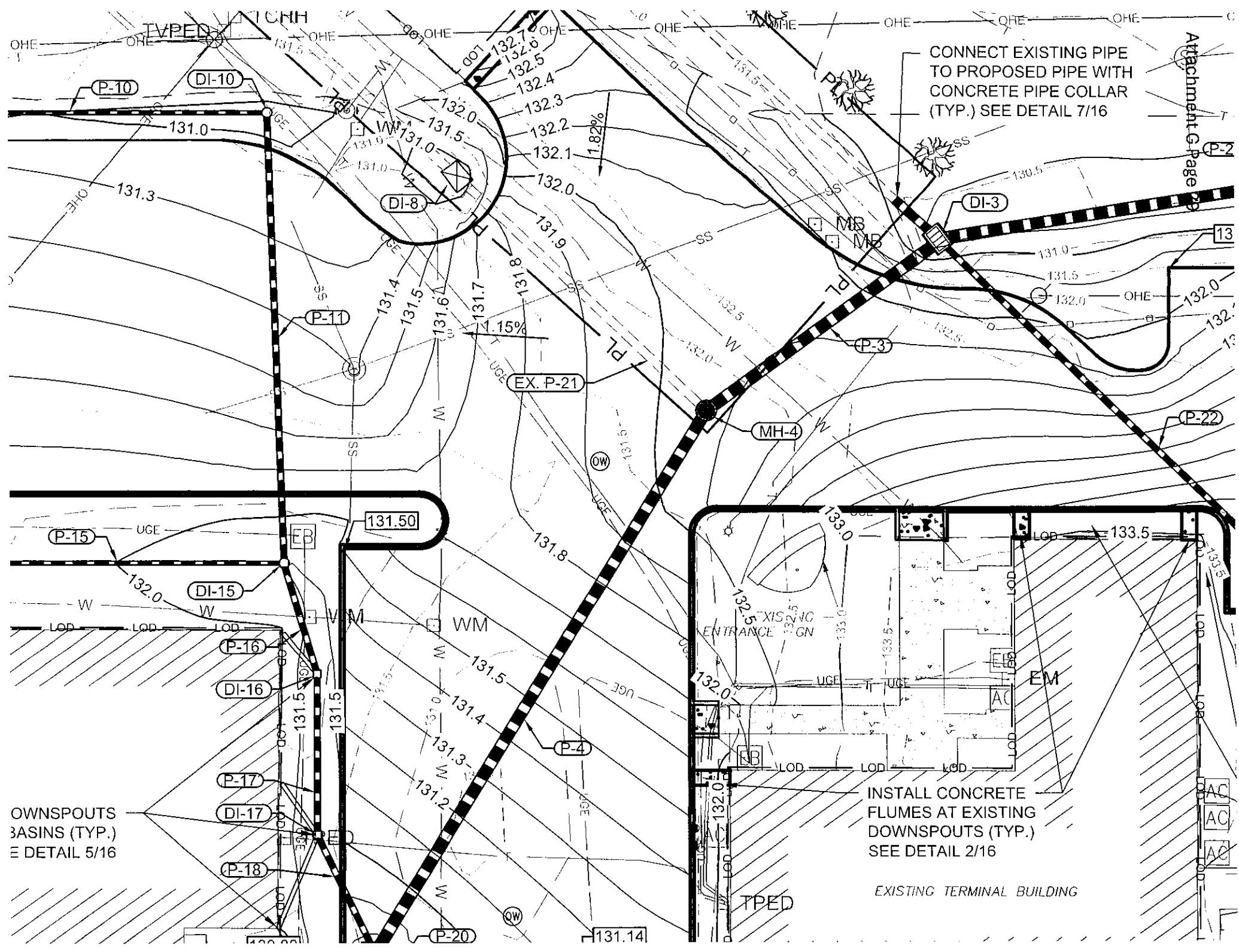
(6)



(7)







CONNECT EXISTING PIPE
TO PROPOSED PIPE WITH
CONCRETE PIPE COLLAR
(TYP.) SEE DETAIL 7/16

Attachment C Page 2

OWN SPOUTS
BASINS (TYP.)
SEE DETAIL 5/16

INSTALL CONCRETE
FLUMES AT EXISTING
DOWNSPOUTS (TYP.)
SEE DETAIL 2/16

EXISTING TERMINAL BUILDING



TRENCHLESS POINT REPAIRS



TRENCHLESS POINT REPAIRS

Services Menu

Robotic Camera Inspection (CCTV)

JET/VAC Cleaning Services

Robotic Cutting / High Pressure Cutting

Trenchless Point Repairs

Trenchless Service Repairs

Crawler VAC

HydroVac Excavation

Point repairs for pipes consist of two methods. The traditional method being to excavate and replace the bad section of pipe, and then backfill the hole. The cleaner, easier method is Trenchless Point Repair (TPR). With TPR, the pipe is first cleaned and repaired internally using a sectional repair kit. Structural fiberglass is impregnated with resin and then pulled into place using a pneumatic packer to transport the repair. The packer is then inflated, which positions the repair securely in place and allows it to cure with ambient temperatures. The process takes approximately 1-2 hours to complete depending on conditions, and location. Packers have internal bypass holes so bypass pumping is usually not needed. Even when the repair is performed under flow conditions, it can be made without disrupting traffic or day to day operations. Mainline sewer or storm drains are perfect candidates for this process, along with many other types of underground piping. TPRs can, and will, save you time, money, and aggravation from disruption of traffic, replacement of infrastructure, and clean up. Up to a 50% reduction in cost is common for those who go the route of Trenchless Point Repair, in addition to receiving a 50 year factory-backed and documented warranty.

Common Applications

- Pipes sized from 6-48" regularly, with larger capabilities
- Cracked or fractured pipes
- Offset joints



Advantages

- Separated joints
- Trenchless/structural repair (no mess)No bypass needed
- Fast and efficient
- Resistant to corrosion, chemicals, and other environmental factors
- Eliminates future water infiltration, root intrusion, and exfiltration
- Meets or exceeds ASTM F1216, NSF, ICC FS-PMG standards
- 50 year warranty

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Email address



Services

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- [JET/VAC Cleaning Services](#)
- [Robotic Cutting / Dig](#)

Crawler

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Robotic Cutting / High Pressure Cutting
Trenchless Point Repairs
Trenchless Service Repairs
Main / Lateral Lining
Crawler VAC
HydroVac Excavation

Robotic Cutting / High Pressure Cutting
Trenchless Point Repairs
Trenchless Service Repairs
Main / Lateral Lining
Crawler VAC
HydroVac Excavation



Project: Wayne Executive Jetport

Job #: 25-101

Date: 8/20/2025

CPR# : 1

Description of Work:

Lining of existing storm drain piping to prevent further leaking and undermining.

Item Description	Qty	U/M	Labor Rate	Labor Ext	Material Rate	Material Ext	Equip Rate	Equip Extend	Sub Rate	Sub Ext
Subcontractor	1	LS							\$11,000.00	\$11,000.00
Subtotals				\$0.00		\$0.00		\$0.00		\$11,000.00
Labor Burden	33%			\$0.00		-		-		-
Sales Tax	7.50%			\$0.00		\$0.00				
Bond	0.00%			\$0.00		\$0.00		\$0.00		\$0.00
Overhead and Profit	10%			\$0.00		\$0.00		\$0.00		\$1,100.00
Item Total				\$0.00		\$0.00		\$0.00		\$12,100.00
Total									\$12,100.00	



105 FORESTRY CENTER CIR MAYSVILLE, NC 28555

TO: Aldridge Forrester | Vice President
Allen Grading Company, Inc
340 Arrington Bridge Rd. Goldsboro, NC 27530
P: 919-736-2335 | C: 336-709-9399
www.allengrading.com



JOB: Wayne Airport
Aldridge,

Here is the quote you requested. Please feel free to call with any questions or concerns. If you are comfortable with these prices, please **SIGN** and **RETURN** to get on the schedule!

MOBILIZATION: \$1,500

PER DIEM n/a

(2) 24" TPR \$4,000EA

PRE CLEANING \$1,500

Inclusions.

Certificate of Insurance with standard coverage
Materials and workforce for complete installation
Post CCTV

Exclusions.

WATER BY OTHERS/DUMPSITE

Premiums for special insurance coverage
Bypass pumping
Traffic control

DOWN TIME WAITING FOR OTHERS WILL BE CHARGED AT \$500.00 PER HR

Permitting of any kind

Proposal terms.

Payment due 30 days upon CPS completion if not paid before 30 days there will be a 5% finance fee signing this quote you agreeing to these terms.

Access to work area by others to satisfy CPS supervisor.

FORCE MAJEURE- Due to increases beyond CPS control i.e., Materials, Petroleum, Labor, Per Diem, etc.

Authorization by _____

CHANGE ORDER #2Date: July 31, 2025

Agreement Date: _____

PROJECT: GWG – Perimeter Fence
 OWNER: Wayne County
 CONTRACTOR: Fence Builders, Inc.
 PROJECT NUMBERS: 36244.31.7.1
 WKD #: 20240064.00.WK

The following changes and/or additions are hereby made to the Contract Documents as follows:

See the attached spreadsheet for quantity/cost changes.

Total Change Order #2: \$11,651.80

Change to Contract Time: No Change

Justification for Change Order: This change order is needed to reconcile the final quantities for the project and to add a pipe ditch crossing. GWG would like for the contractor to leave a pipe installed for access during construction to be used for mowing/maintenance access.

Change to Contract Price:

Original Contract Price	\$ <u>3,325,417.00</u>
Revised Contract Price from Previous Change Orders	\$ <u>3,388,001.00</u>
The Contract Price due to this Change is increased by	\$ <u>11,651.80</u>

New Contract Price, including this Change Order will be \$ 3,399,652.80

Accepted by: Wayne County


 Chip Crumpler, County Manager

9/16/25
 Date

Requested by: Fence Builders, Inc.


 Justin Forest, Sr. Project Manager

8-1-2025
 Date

Recommended by: W.K. Dickson & Co., LLC DBA Ardurra Group North Carolina


 Jason Elliott, Sr. Project Manager

July 31, 2025
 Date

CHANGE ORDER NO. 2

OWNER: Wayne County

OWNER'S ADDRESS: Wayne County

PO Box 227

Goldsboro, NC 27533-0227

NAME OF AIRPORT: Wayne Executive Jetport

LOCATION OF AIRPORT: Pikeville, NC

NAME OF CONTRACTOR: Fence Builders, Inc.

ADDRESS OF CONTRACTOR: 1230 Old Salisbury Road
Winston-Salem, NC 27127

DESCRIPTION OF WORK:

GWW - Perimeter Fence

NCDOA No. 36244.31.7.1

DATE PREPARED: July 31, 2025

PROJECT NUMBER: 20240064.00.WK

ORIGINAL AMOUNT OF CONTRACT: \$3,325,417.00

ITEM NO. & DESCRIPTION		UNIT	ORIGINAL ESTIMATED QUANTITY	NEW ESTIMATED QUANTITY	ORIGINAL UNIT COST	NEW UNIT COST	ORIGINAL EXTENDED TOTAL	NEW EXTENDED TOTAL
Phase 2 (Base Bid)								
3	Temporary Linear Fiber Roll	LF	8,000	7,891	\$8.50	\$8.50	\$68,000.00	\$67,073.50
4	Clearing and Grubbing	EA	0.60	0.66	\$85,000.00	\$85,000.00	\$51,000.00	\$56,100.00
5	Isolated Tree Removal	EA	50	75	\$1,200.00	\$1,200.00	\$60,000.00	\$90,000.00
6	Remove Existing Chain Link Fence (Including Pedestrian Gates)	LF	7,968	6,743	\$8.50	\$8.50	\$67,728.00	\$57,315.50
7	Wildlife Exclusion Fence	LF	8,027	8,008	\$102.00	\$102.00	\$818,754.00	\$816,816.00
8	Manual Double Swing Gate (20' Opening)	EA	1	2	\$12,000.00	\$12,000.00	\$12,000.00	\$24,000.00
10	Seeding and Mulching	AC	1.5	2.18	\$8,000.00	\$8,000.00	\$12,000.00	\$17,440.00
11	Light Vegetation Clearing	AC	0.5	0.56	\$18,500.00	\$18,500.00	\$9,250.00	\$10,360.00
New	Pipe Ditch Crossing	EA	0	1	\$0.00	\$5,500.00	\$0.00	\$5,500.00
Phase 1A (Ornamental Fence)								
2	Type I Ornamental Fence	LF	210	0	\$250.00	\$250.00	\$52,500.00	\$0.00
3	Type II Ornamental Fence	LF	645	928	\$215.00	\$215.00	\$138,675.00	\$199,520.00
5	Metal Ornamental Pedestrian Gate w/ Keypad (4' Opening)	EA	4	5	\$10,000.00	\$10,000.00	\$40,000.00	\$50,000.00
7	Remove Existing Chain Link Fence (Including Pedestrian Gates)	LF	930	2,009	\$15.00	\$15.00	\$13,950.00	\$30,135.00
8	Remove Existing Drive Through Gates	EA	3	4	\$1,000.00	\$1,000.00	\$3,000.00	\$4,000.00

CHANGE ORDER NO. 2

OWNER: Wayne County

OWNER'S ADDRESS: Wayne County

PO Box 227

Goldsboro, NC 27533-0227

NAME OF AIRPORT: Wayne Executive Jetport

LOCATION OF AIRPORT: Pikeville, NC

NAME OF CONTRACTOR: Fence Builders, Inc.

ADDRESS OF CONTRACTOR: 1230 Old Salisbury Road
Winston-Salem, NC 27127

Phase 1B (Wildlife Fence)								
2	Temporary Construction Entrance	EA	1	0	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00
3	Temporary Linear Fiber Roll	LF	6,000	4,855	\$9.00	\$9.00	\$54,000.00	\$43,695.00
4	Clearing and Grubbing	AC	0.5	0.39	\$85,000.00	\$85,000.00	\$42,500.00	\$33,150.00
5	Isolated Tree Removal	EA	20	19	\$1,500.00	\$1,500.00	\$30,000.00	\$28,500.00
6	Remove Existing Chain Link Fence (Including Pedestrian Gates)	LF	4,440	4,329	\$8.80	\$8.80	\$39,072.00	\$38,095.20
7	Wildlife Exclusion Fence	LF	5,750	5,595	\$102.00	\$102.00	\$586,500.00	\$570,690.00
11	Seeding and Mulching	AC	1	1.67	\$8,000.00	\$8,000.00	\$8,000.00	\$13,360.00
Phase 3								
2	Temporary Construction Entrance	LF	1	0	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00
3	Temporary Linear Fiber Roll	AC	6000	4779	\$9.00	\$9.00	\$54,000.00	\$43,011.00
4	Isolated Tree Removal	AC	20	10	\$1,500.00	\$1,500.00	\$30,000.00	\$15,000.00
5	Remove Existing Chain Link Fence (Including Pedestrian Gates)	AC	4845	4802	\$8.80	\$8.80	\$42,636.00	\$42,257.60
6	Wildlife Exclusion Fence	LF	4,840	4,809	\$102.00	\$102.00	\$493,680.00	\$490,518.00
8	Ditch Crossing	AC	1	5	\$1,950.00	\$1,950.00	\$1,950.00	\$9,750.00
9	Seeding and Mulching	AC	1	1.32	\$8,000.00	\$8,000.00	\$8,000.00	\$10,560.00
TOTAL:							\$2,755,195.00	\$2,766,846.80

NET CONTRACT CHANGE

\$11,651.80

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2025-31: A RESOLUTION DECLARING SURPLUS REAL PROPERTY
AND AUTHORIZING ITS SALE**

WHEREAS, the County and the Town of Fremont have acquired a property interest a piece of property located at, 305 Vance Street, Fremont, NC having a parcel identification number of 3605651227 and being more particularly described in that deed recorded in Book 3309, Page 896 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County and the Town of Fremont obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the County Attorney and County Manager have recommended that this property be declared surplus and sold, following a careful review by the County 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 Willow Grove Holdings, LLC; and

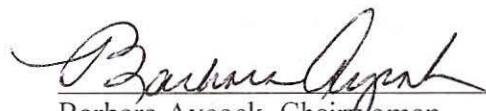
WHEREAS, Willow Grove Holdings, LLC has paid the required five percent (5%) deposit on its offer;

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

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

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

Passed and adopted this the 16th day of September, 2025.



Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:



Carol Bowden, Clerk to the Board



PUBLIC NOTICE
SALE OF COUNTY PROPERTY

An offer of Five Thousand Dollars (\$5,000.00) has been submitted for the purchase of certain property owned by the County of Wayne and the City of Goldsboro located at 305 N. Vance Street, Fremont (PIN: 3605651227) more particularly described as follows:

BEGINNING at a point at the Western edge of Vance Street, and in the center of the run of Aycock Branch, at the intersection of said Branch by said street, it runs in a Southerly Direction with Vance Street 98 feet to a stake; thence Westerly in a line parallel with North Street, 82 feet to the center of a ditch; thence Northerly with the center of said ditch to a point in the center of the run of Aycock Branch; thence Easterly with the center of said Branch to the Point of Beginning. And being the same property conveyed by deed recorded in Book 714, at Page 411; being also the same property conveyed to Stephen Edgar Ferrell and wife, Frances G. Ferrell by deed dated September 9, 1971 which will be found duly recorded in the Wayne County registry, in Book 794, at Page 54. And being the same property conveyed to Ernest W. Hamilton and wife, Mary S. Hamilton by deed recorded in Book 1342, Page 657 of the 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 October 1, 2025. 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. 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: September 21, 2025



I, Willow Grove Holdings, LLC would like to offer the

County of Wayne the sum of \$5,000.00 for the

purchase of property at the following location:

Parcel: 3605651227

Street: 305 North Vance St., Fremont, NC 27830

Signed: *Sharon Rivera*

Date: 08/27/2025

Name Willow Grove Holdings, LLC

Address: 115 Willbrook Blvd., Ste S #2014, Pawleys Island, SC 29585

Phone: 843-284-6491

Email: WillowGroveHoldings@gmail.com

Amount of Bid Deposit: \$450.00



WAYNE COUNTY Page 6

8/13/2025 10:14:51 AM

WAYNE COUNTY TOWN OF FREMONT
305 VANCE ST
75337020

Return/Appeal Notes: Parcel: 3605651227
PLAT: /UNIQ ID 43720
ID NO: 11E02002008009

Reval Year: 2025 Tax Year: 2025 VANCE ST
Appraised by 60 on 11001 TOWN OF FREMONT

CARD NO. 1 of 1
1.0000 LT
TW-11
SRC=
CI-02FR-00 EX-2 AT-
LAST ACTION 20240717

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE												
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB					CREDENCE TO										
BUILDING ADJUSTMENTS		01	00												% GOOD									
TOTAL ADJUSTMENT FACTOR		TYPE: SINGLE FAMILY RESIDENTIAL																						
TOTAL QUALITY INDEX		STYLE:																						
		DEPR. BUILDING VALUE - CARD										0												
		DEPR. OB/XF VALUE - CARD										0												
		MARKET LAND VALUE - CARD										5,730												
		TOTAL MARKET VALUE - CARD										5,730												
		TOTAL APPRAISED VALUE - CARD										5,730												
		TOTAL APPRAISED VALUE - PARCEL										5,730												
		TOTAL PRESENT USE VALUE - PARCEL										0												
		TOTAL VALUE DEFERRED - PARCEL										0												
		TOTAL TAXABLE VALUE - PARCEL \$										5,730												
		PRIOR																						
		BUILDING VALUE										0												
		OBXF VALUE										0												
		LAND VALUE										3,440												
		PRESENT USE VALUE										0												
		DEFERRED VALUE										0												
		TOTAL VALUE										3,440												
		PERMIT																						
		CODE		DATE		NOTE		NUMBER		AMOUNT														
		ROUT: WTRSHD:																						
		SALES DATA																						
		OFF. RECORD		DATE		DEED TYPE		Q/UV/I		INDICATE SALES PRICE														
		BOOK	PAGE	MOYR																				
		03309	0896	6	2017	WD	C	V									0							
		01342	0657	8	1992	WD	U	I									21000							
		01175	0728	8	1987	WD	U	I									0							
		01074	0170	1	1984	WD	U	I									0							
		HEATED AREA																						
		NOTES																						
SUBAREA		GS	RPL	CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE	FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE			
TYPE		AREA	%	CS	TOTAL OB/XF VALUE																			
FIREPLACE																								
SUBAREA TOTALS																								
BUILDING DIMENSIONS																								
LAND INFORMATION																								
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES				
0100	0100	R85	98	82	0.7700	2	0.5000	SIZE					150.00	98.000	FF	0.390	58.50	5733	0					
TOTAL MARKET LAND DATA																			5,730					
TOTAL PRESENT USE DATA																								

AGREEMENT OVERVIEW

NORTH CAROLINA
WAYNE COUNTY

DATE: 8/5/2025

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

WBS ELEMENTS: 36249.5000

AND

WAYNE COUNTY

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT ("Project"): Review and inspect the installation of a new signal at SR 1236 (Rosewood Road) and Rosewood High School Driveway.

ESTIMATED COST TO OTHER PARTY: \$5,000

PAYMENT TERMS: The Wayne County will submit payment upon execution of this Agreement.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Wayne County, hereinafter referred to as the **County**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **County** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **County** has requested that the **Department** to perform work as stated in the scope; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **County** as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** and/or the **County** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, construction and/or maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision.

B. COUNTY

The **County** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. DEVELOPMENT OF PLANS

Project plans and traffic signal designs shall be prepared by the **County**, including electrical and programming details, (if applicable) metal poles with mast arm shop drawings, foundation designs, utility make-ready plans, communications cable routing plans, traffic signal coordination timing plans and Project Special Provisions (including, but not limited to: providing Synchro/TruTraffic files and programming data sheets; coordination timing plans, graphics package, downloading coordination timing plans onto system cabinets and/or onto central computer). All work shall be performed in accordance with Departmental standards

and specifications. Said plans and design shall be submitted to the **Department** for review and approval prior to any work being performed by the **County**.

B. PURCHASE OF EQUIPMENT:

The **County** shall purchase or furnish from stock all traffic signal equipment necessary for the traffic signal revision. Said equipment shall be in reasonably close conformity with the standards and specifications of equipment and materials used by the **Department**. The **Department** reserves the right to reject the use of any equipment and materials it deems functionally inferior.

C. RELOCATION OF UTILITIES:

The **County** shall accomplish the relocation or adjustment of any and all utilities in conflict with the construction of the project. Said work shall be accomplished in a manner satisfactory to the **Department**.

D. RIGHT OF WAY

It is understood by the **Parties** hereto that all work shall be contained within existing right of way. However, should it become necessary, the **County** shall provide any required right of way and/or construction easements at no liability whatsoever to the **Department**. Acquisition of right of way shall be accomplished in accordance with State procedures. The **County** shall indemnify and save the **Department** harmless from any and all claims for damages that might arise on account of damage to public or private property and right of way acquisition, drainage, and construction easements for the construction of the project.

E. CONSTRUCTION / INSTALLATION

The **County** shall enter into and administer the contract for the installation of all equipment and perform such other work as required on the project in accordance with the approved project plans, the applicable NCDOT "Standard Specifications for Roads and Structures", "Roadway Standard Drawings", and any addendum, all local codes and ordinances, and the procedures set out herein below shall be followed:

- i. All Preliminary and construction engineering, supervision, and labor pertaining to the signal installation will be furnished by the **County**.
- ii. No work shall be performed by the **County** prior to approval of the traffic signal design by the **Department**.
- iii. Installation shall be done by a licensed electrical contractor familiar with traffic signal construction.

- iv. The **Department's** Division Engineer shall have the right to inspect, sample or test, and approve or reject any materials or construction methods used during the construction of the project.
- v. During installation of the signal equipment, the **Department** shall inspect the work being performed by the **County** to ensure compliance with the project plans, the current NCDOT traffic signal specifications, and the terms of this Agreement.
- vi. Upon completion of the project, and prior to final acceptance by the **Department**, the **County** will furnish to the **Department's** Division Engineer one (1) signal inventory control sheet and one (1) set of "Plan of Record" plans.
- vii. Prior to final acceptance by the **Department**, the Division Engineer shall have the right to make a final inspection of the completed work.
- viii. Failure on the part of the **County** to comply with any of these provisions will be grounds for the **Department** to terminate the project.
- ix. The **County** agrees to pursue the completion of the work covered by this Agreement as expeditiously as feasible and to complete all work within 90 Days of notice to proceed.
- x. The **County** shall install thermoplastic pavement markings where pavement markings are required on the project.

F. MAINTENANCE

- i. Upon completion of the project, the **Department** shall own the traffic signal. Control and maintenance of the traffic signal will be accomplished in the same manner as maintenance of other state system signalized intersections.
- ii. In the event of damage to the metal poles, the **Department** shall install "in-kind" metal poles if funding is available from the damage claim or the **County**. However, if said funding is not available, the **Department** reserves the right to install wooden poles in lieu of metal poles (if applicable).

IV. COSTS AND FUNDING

A. PROJECT COSTS AND FUNDING

- i. The estimated cost of the Project is \$5,000. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **County** shall reimburse the **Department** 100% of the actual cost of all work performed by the Department, including administrative costs.

- iii. The **Department** may consult with the **County** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **County** is offered as a courtesy to apprise the **County** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **County** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE COUNTY

- i. The **County** shall submit payment for \$5,000 to the **Department's** Fiscal Section upon execution of this Agreement, in accordance with the attached "Remittance Guidance".
- ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **County** of any additional down payment needed.

C. ADJUSTMENT OF COSTS

Upon completion of the project, if actual costs exceed the amount of payment, the **County** shall reimburse the **Department** any under payment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$5,000, the **Department** will reimburse the **County** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **County** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **County** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **County** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **County** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **County** will, to the extent permitted by law, indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each

of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **County** by authority duly given.

(DOCUSIGN ONLY)

WAYNE COUNTY

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **County** by authority duly given.

(INK SIGNATURES)**WAYNE COUNTY**

Attest:

By: _____

Title: _____

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Fed Tax ID No: _____

Remittance Address: _____

Finance Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)**DEPARTMENT OF TRANSPORTATION**

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

The Board of Commissioners for the County of Wayne, North Carolina met in a regular meeting in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:00 a.m. on September 16, 2025.

Present: Chair Barbara Aycock, presiding, and Commissioners Bevan Foster, George Wayne Aycock, Jr., Joe Dougherty, Chris Gurley, Tim Harrell, Antonio Williams

Absent: ~~Commissioners~~ None

Also present: Staff and members of the public.

* * * * *

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

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

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

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

- (a) Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds or notes issued by or on behalf of the County including, without limitation, a requirement that the County declare its official intent to reimburse certain expenditures with proceeds of debt to be incurred by the County prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed.
- (b) The County intends to advance its own funds in order to pay certain capital costs (the "Original Expenditures") relating to the acquisition, construction, renovation and equipping of various improvements to Rosewood Middle School and Rosewood Elementary School (the "Project").
- (c) The County reasonably expects to reimburse itself for the Original Expenditures from the proceeds of debt to be incurred by the County.
- (d) \$9,000,000 is the maximum principal amount of debt expected to be incurred for the purpose of paying the costs of the Project.

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

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

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

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

Upon motion of Commissioner Joe C. Daugherty seconded by Commissioner N/A, the foregoing resolution entitled "RESOLUTION OF THE COUNTY OF WAYNE, NORTH CAROLINA DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PUBLIC SCHOOL IMPROVEMENTS UNDER UNITED STATES DEPARTMENT OF TREASURY REGULATIONS" was adopted by the following vote:

Ayes: B. Aycock, Foster, G.W. Aycock, Jr., Daugherty, Gurley, Harrell, Williams

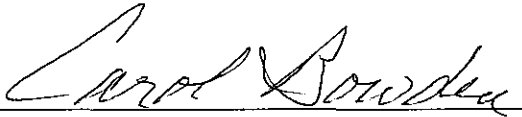
Noes: None

* * * * *

I, Carol Bowden, Clerk to the Board of Commissioners for the County of Wayne, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board for said County at a regular meeting held on September 16, 2025, as relates in any way to the introduction and adoption of the foregoing resolution and that said proceedings are recorded in the minutes of said Board.

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

WITNESS my hand and the official seal of said County this 16th day of September, 2025.


Clerk to the Board of Commissioners

[SEAL]

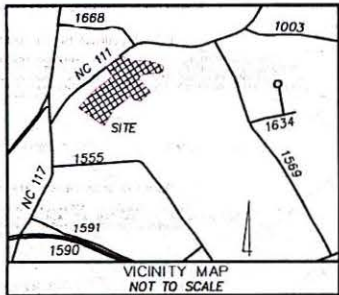


Wayne County Business Campus Phase 1

Declaration of Easements and Restrictions



WAYNECOUNTY
NORTH CAROLINA



CERTIFICATE OF PLANNING BOARD

STATE OF NORTH CAROLINA, WAYNE COUNTY — CITY OF GOLDSBORO
I HEREBY CERTIFY THAT THIS PLAN IS APPROVED FOR THE GOLDSBORO
SUBDIVISION ORDINANCE AND NCOS PER 1600-802(A)(X) AND IS
APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS
OF WAYNE COUNTY.

PLANNING DIRECTOR _____ DATE _____

CERTIFICATE OF REVIEW OFFICER

STATE OF NORTH CAROLINA — WAYNE COUNTY
I HEREBY CERTIFY THAT THE MAP IS A TRUE AND CORRECT
CERTIFICATION IS AFFIRMED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF SURVEY & ACCURACY:

I, JAMES B. BLANCHARD, A PROFESSIONAL LAND SURVEYOR,
CERTIFY:
THAT THIS MAP WAS DRAWN FROM AN ACTUAL
FIELD SURVEY PERFORMED UNDER MY DIRECTION AND
SUPERVISION USING THE RECORDED REFERENCES LISTED;
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY
INDICATED AS DRAWN;
THAT THE RATIO OF PRECISION IS 1:10,000+;
THAT ALL DATA OBTAINED WITH GPS METHODS AS WELL
AS CONVENTIONAL METHODS ARE IN ACCORDANCE WITH A
CLASS A SURVEY AS DEFINED BY TITLE 21, CHAPTER 50,
SECTION 1603 OF THE N. C. ADMINISTRATIVE CODE;

THAT THIS GPS SURVEY USED MULTIPLE OCCUPATIONS
OF GPS POINTS USING CARLSON SURVEY GRADE
GPS UNITS, MODEL SUPER 6, AND THE COORDINATES
WERE OBTAINED BY NCOS RTK NETWORK ADJUSTMENTS
WITH A POSITIONAL ACCURACY OF 0.09 U.S. FT.
USING GEOID MODEL GEOID12;

THAT THIS MAP CONFORMS TO GS 47-30 AS AMENDED.
THAT THE SURVEY IS LOCATED IN SUCH PORTION
OF A COUNTY OR MUNICIPALITY THAT IS REGULATED AS TO
AN ORDINANCE THAT REGULATES PARCELS OF LAND.

11(A) THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN
THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN
ORDINANCE THAT REGULATES PARCELS OF LAND

JAMES B. BLANCHARD, PLS - L-1758 02/03/2025
DATE

LEGEND:

- N/T - NOW OR FORMERLY
- M - MINUTES OR 1/4 (SURVEY FEET)
- AG - TOP ABOVE GROUND
- BC - TOP BELOW GROUND
- FG - FLUSH WITH GROUND
- CP - COMPUTED POINT
- LP - LIGHT POLE
- PP - POWER POLE
- CPSPF - COTTON PICKER SPIKE FOUND
- CPSSS - COTTON PICKER SPIKE SET
- OPF - IRON ROD FOUND
- OIRF - IRON ROD FOUND
- ORIS - IRON ROD SET
- OPF - IRON PIPE FOUND
- OPIS - IRON PIPE SET
- ORRSF - RAILROAD SPIKE FOUND
- ORRSS - RAILROAD SPIKE SET
- OPKF - PK NAIL FOUND
- OPKS - PK NAIL SET
- OMF - MAG NAIL FOUND
- OMIS - MAG NAIL SET
- OA - AXLE - AXLE FOUND
- CMF - CONCRETE MONUMENT FOUND
- NCOS - NC GEODETIC SURVEY TRAVERSE STATION
- PL - PROPERTY LINES OF THIS SURVEY
- TL - THE LINES, OLD PROPERTY LINES, ETC.
- SCM - STORM WATER CONTROL MEASURE

NC GRID NAD83(2011)
N = 605730.06625 FT
E = 2303776.98095 FT
LAT = 35.41007
LON = -77.98047

LINE	BEARING	DISTANCE
L1	N 49°50'45" E	35.60'
L2	S 68°47'08" E	346.70'
L3	S 81°19'13" E	204.92'
L4	N 89°58'10" E	304.11'
L5	S 70°06'45" E	403.25'
L6	S 85°11'20" E	69.73'
L7	S 21°13'41" W	191.95'

LINE	BEARING	DISTANCE
L31	N 39°30'42" W	314.77'
L32	N 50°29'18" E	30.00'
L33	S 39°30'42" E	309.93'
L34	S 41°19'16" W	30.39'

LINE	BEARING	DISTANCE	ARC LENGTH	RADIUS	DELTA ANGLE
L35	N 41°19'16" E	30.39'			
L36	S 84°27'21" E	145.98'			
L37	S 68°33'11" E	204.67'			
L38	S 47°08'57" W	33.29'	33.74'	60.00'	32°12'58"
L39	N 68°33'11" W	186.04'			
L40	N 84°27'21" W	154.20'			
L41	N 39°30'42" W	7.57'			

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, _____, HEREBY CERTIFY THAT I AM THE OWNER OF THE
PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE
SUBDIVISION JURISDICTION OF THE CITY OF GOLDSBORO AND THAT I
HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT,
ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL
STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES AND EASEMENTS
TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I HEREBY
DEDICATE ALL SANITARY SEWER, AND WATER LINES TO THE CITY OF
GOLDSBORO.

OWNER DATE _____ DATE _____
SURVEY DATE: DECEMBER 16, 2024
MAP DATE: FEBRUARY 03, 2025, REVISED AUGUST 15, 2025
LOCATED IN THE CITY OF GOLDSBORO

TOWNSHIP - GOLDSBORO
COUNTY - WAYNE
STATE OF NORTH CAROLINA

BOUNDARY & SUBDIVISION SURVEY FOR BUSINESS CAMPUS

PHASE 1 OF WAYNE COUNTY BUSINESS CAMPUS

APPROVED _____
DISTRICT ENGINEER
DATE _____

DRAWN BY: JBB
24619 Wayne County Development Pate Town Road 18039

JIM BLANCHARD ASSOCIATES P.C.
A PROFESSIONAL SERVICES COMPANY
"SOLUTIONS SINCE 1976"
FIRM LICENSE No.: C-2957
office: 910-286-1921
www.jimblanchardassociates.com
email: jim@jimblanchardassociates.com

P. O. BOX 5
300 W. NC 11 & 903
KENANSVILLE, NORTH CAROLINA 28649
JIM BLANCHARD, PLS
COMPANY FOUNDER
CELL 910-271-0288

LINE	BEARING	DISTANCE
L13	S 50°53'00" W	159.97'
L14	N 48°51'30" W	66.81'
L15	S 50°52'01" W	60.12'
L16	N 39°07'00" W	58.38'
L17	N 39°07'00" W	70.10'
L18	N 39°07'00" W	159.81'
L19	N 39°07'00" W	145.15'
L20	S 50°53'00" W	514.39'
L21	N 50°53'00" E	514.39'
L22	N 39°07'00" W	282.32'
L23	N 25°28'12" W	47.57'
L24	N 39°20'30" W	55.00'
L25	S 25°28'12" E	45.66'
L26	S 39°07'00" W	127.82'
L27	S 39°07'00" W	349.50'
L28	S 39°07'00" E	249.96'
L29	S 39°07'00" E	70.10'
L30	S 39°07'00" E	58.38'

CURVE	CHORD BEARING	CHORD LENGTH	ARC LENGTH	RADIUS	DELTA ANGLE
C1	S 47°00'45" W	214.63'	214.61'	1530.00'	8°02'39"
C2	S 87°03'58" W	27.82'	30.77'	20.00'	88°09'05"
C3	N 45°45'58" E	46.25'	46.25'	470.00'	5°03'30"
C4	N 42°07'56" W	7.52'	7.52'	530.00'	0°46'46"
C5	N 40°25'16" W	24.13'	24.14'	530.00'	2°36'34"
C6	N 84°07'00" W	28.28'	31.42'	20.00'	90°00'00"
C7	S 28°02'37" W	21.00'	21.68'	25.00'	49°40'47"
C8	N 39°07'00" W	77.65'	292.54'	60.00'	29°21'34"
A	N 28°02'37" W	50.41'	52.02'	60.00'	49°40'47"
B	N 85°39'47" W	70.16'	74.94'	60.00'	7°13'54"
C	N 18°03'19" W	76.33'	82.73'	60.00'	79°00'15"
D	N 26°14'38" E	10.04'	10.05'	60.00'	9°35'39"
E	N 47°08'57" E	33.29'	33.74'	60.00'	32°12'58"
F	N 81°54'37" E	38.38'	39.07'	60.00'	37°16'22"
C9	N 75°43'24" E	21.00'	21.68'	25.00'	49°40'47"
C10	N 05°53'00" E	28.28'	31.42'	20.00'	90°00'00"
C11	N 38°09'43" W	12.66'	12.66'	380.00'	1°54'32"
C12	N 31°29'20" W	77.71'	77.85'	380.00'	11°44'15"
C13	N 32°24'21" W	81.03'	81.23'	335.50'	13°52'18"
C14	N 70°25'16" W	60.40'	63.47'	58.50'	62°09'33"
C15	S 05°36'41" E	61.14'	64.33'	58.50'	63°00'20"
C16	S 27°02'17" E	127.54'	128.20'	364.50'	20°09'09"
C17	S 21°12'57" E	31.23'	31.26'	210.50'	8°30'30"
C18	S 32°17'36" E	76.04'	76.22'	320.00'	13°36'47"
C19	S 41°02'43" E	31.64'	27.70'	470.00'	32°22'34"

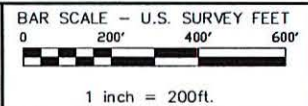
GPS GRID REFERENCE:
NAD 83(2011) COORDINATES VIEWED AT
N.C.S. TRANSVERSE STATION "NEARBY"
COMBINED GRID FACTOR = 0.99988153
HAD 82000 COORDINATES
N = 450,184.58 FT E = 2,304,812.38 FT

SURVEYOR'S NOTES:

1. DISTANCES ARE IN U.S. SURVEY FEET.
2. DISTANCES ARE IN U.S. SURVEY FEET.
3. COORDINATES ARE IN U.S. SURVEY FEET.
4. ALL AREAS COMPUTED BY COORDINATES.
5. BUILDINGS AND IMPROVEMENTS ARE NOT SHOWN.
6. ALL PROPERTY OWNERSHIPS LISTED WHERE DEEDS WERE FOUND.
7. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT-OF-WAYS NOT SHOWN.
8. ALL PROPERTY OWNERSHIPS LISTED WHERE DEEDS WERE FOUND.
9. CITY OF GOLDSBORO ZONING = 12

SUBJECT PROPERTY
RECORDED REFERENCES:
DEED BOOK 2308, PG 147, 150
DEED BOOK 3767, PG 53
PLAT CABINET 0, SUDE 99-A

CURRENT LISTED OWNERS:
PARCEL# 3800553729
COUNTY OF WAYNE
DEED BOOK 3767, PG 53



Wayne County Business Campus Phase 1

- 40.89 acres total acres including 7 total lots, stormwater control, and common areas.
- Zoning, permissible uses, and building requirements will be governed by applicable local, state, and federal laws, ordinances, and regulations in effect. (Campus located within the ETJ of the City of Goldsboro).
- No architectural requirements or architectural committee that must review building plans.
- Currently covenants only include Phase 1 but will be expanded to include Phase 2 when complete.

Campus Maintenance

Wayne County, or its designee, will oversee everyday maintenance of the Campus. The declarations contemplate Wayne County creating an Owners Association in the future to take over the maintenance of the Campus.

- Maintenance and Operations Obligations (Wayne County/Owners Association):
 - Repairing, replacing, and cleaning of signs.
 - Planting, cutting, mowing, trimming, watering, fertilizing, aerating, seeding, spraying, pruning, weeding, replacing, and other ordinary and routine maintenance of landscaping and hardscape in the Open Space and other Common Areas.
 - Maintaining the Access Easements and paying any costs associated therewith in accordance with the terms of the Access Easements.
 - Operating, repairing, maintaining, and inspecting the Stormwater Drainage System.

Campus Maintenance (cont.)

Financial Obligations:

- Includes all costs of materials, labor, supplies, insurance, taxes, permits, fees, accountants, attorneys, consultants, contractors, electricity, fuels and special assessments.
- Limited to actual costs plus an annual 5% management fee by County/Owners Association.
- Owners will be responsible for proportionate share of the maintenance costs based off the percentage of acres owned within the park.
- Phase 1 Allocations:

Lot 1: 12.00% (4.20 Acres)	Lot 5: 14.25% (4.99 Acres)
Lot 2: 14.77% (5.17 Acres)	Lot 6: 14.31% (5.01 Acres)
Lot 3: 14.29% (5.00 Acres)	Lot 7: 16.09% (5.63 Acres)
Lot 4: 14.29% (5.00 Acres)	

Other Covenant Terms

- All unpaid maintenance fees will constitute liens on the property.
- Effective until June 30, 2024 and may be extended for successive five-year periods.
- May be amended with 66% of the owners' consent or by Wayne County if the County owns at least 51% of the property subject to covenants.
- All owners are responsible for maintenance of their own property including landscaping, utilities, trash, and parking.
- Terms of Covenants are enforceable by court order.

**DECLARATION OF EASEMENTS AND RESTRICTIONS
FOR
WAYNE COUNTY BUSINESS CAMPUS**

Wayne County, North Carolina

Prepared by and after recording return to:
Womble Bond Dickinson (US) LLP
301 South College Street, Suite 3500
Charlotte, NC 28202
Attn: Bruce A. Buckley

This **Declaration of Easements and Restrictions** (the "Declaration") is made effective as of September 16, 2025, by the **County of Wayne**, a County of the State of North Carolina (the "County").

Statement of Purpose

A. The County is the owner of the real property of approximately 108 acres located on the southeasterly side of NC Highway 111 (Patetown Road) in Wayne County, North Carolina, as described in the deed recorded in Deed Book 3767 at Page 53 of the Wayne County Registry and as depicted as Tract 2 on the plat recorded in Plat Cabinet O at Slide 99A of the Wayne County Registry (the "County Property").

B. The County as Declarant (the "Declarant") intends that the portion of the County Property depicted on the plat recorded in Plat Cabinet ____ at Slide ____ of the Wayne County Registry (the "Initial Plat"), is to be made subject to this Declaration for the development of a business campus to be known as Wayne County Business Campus (the "Campus"); and the term "Property" as used in this Declaration means that portion of the County Property depicted on the Initial Plat and is to include other real property hereafter and from time to time made subject to the Declaration and included as part of the Campus. Lots 1, 2, 3, 4, 5, 6 and 7 as depicted on the Initial Plat comprise the Parcels (as defined below) that are initially made subject to this Declaration.

C. The Declarant desires to provide for the commercial development of the Property; to protect and enhance the value and amenities of the Property within the Campus; to ensure the proper and appropriate use, development and improvement of the Campus; to provide for a method

for the maintenance and continued benefit of common areas within the Campus; and, in general, to encourage businesses to construct permanent improvements and locate jobs within the Campus that will directly or indirectly benefit and promote the general welfare of the existing and future owners and occupants of the Property within the Campus and the citizens of Wayne County.

D. The Declarant has performed grading on portions of the Property and has constructed various roads, drainage facilities and other improvements on portions of the Property.

E. The purpose of this Declaration is to subject the Property to the terms and conditions described herein.

NOW, THEREFORE, the Declarant, does hereby declare that the Property is and shall be held, sold, transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and their heirs, successors, assigns, tenants and licensees, and which shall inure to the benefit of each owner of any portion of the Property.

ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Additional Property. Any real property, improved or unimproved, (i) that is any part of the County Property or that is contiguous to (or across a street from, if not directly contiguous to) the Property as then constituted by the inclusion of any Additional Property previously added, (ii) that is reasonably related as to location and use to the Property as then constituted, and (iii) that the Declarant desires to be made subject to this Declaration and added to the Property pursuant to the provisions of this Declaration. The Additional Property does not include the Property initially made subject to this Declaration.

Association. Wayne County Business Campus Owners Association, Inc. (or whatever name similar thereto that is available for use according to the Secretary of State of North Carolina at the time of formation), a non-profit association of Owners of the Parcels within the Campus, which has been or is intended to be established pursuant to the terms of this Declaration.

Common Area. Collectively and individually, as the context may require, any area of the Property that is intended for the common use or benefit of the Owners and Occupants and that is so designated by Declarant in this Declaration, a Supplemental Declaration, or other recorded instrument, or so identified on the Initial Plat or any other recorded plat map. Common Area may be owned or located on Parcels owned by the Declarant, an Owner or Owners, or the Association, or may be dedicated to a public or quasi-public entity. The Common Area may include, but is not limited to, the following:

- (a) Land or easements for the location of identification signs for the Campus at the two main entrances to the Campus at NC Highway 111 (Patetown Road) and SR 1555 (11th Street); the identification signs and the related lighting fixtures, landscaping

and electric utility lines; and designated areas around each sign to accommodate the related lighting fixtures, landscaping and electric utility lines (collectively, the "Signs");

- (b) Areas designated as "Open Space", "Common Space", "Common Area", "C/A", common buffer areas, or the like, areas for walking trails, or other areas established for shared use or features (collectively, "Open Space");
- (c) Emergency access easements or temporary turn-around easements on or appurtenant to the Property (collectively, "Access Easements"); and
- (d) Stormwater control measures ("SCMs"), retention/detention ponds, sediment basins, drainage and access easements, drainage ditches, spillways, and other facilities related to the stormwater drainage system serving the Property, including, but not limited to, pipes, culverts, rip rap, erosion control measures, inlets and outlets (collectively, the "Stormwater Drainage System").

Improvements. All structures or other improvements to a Parcel of any kind whatsoever, whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, pipelines, storm drainage system, walkways, driveways, landscaping, signs, site lighting, site grading, berms, and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.

Occupant. Any Person legally entitled to occupy and use all or any part or portion of a Parcel.

Owner. The record owner, whether one or more persons or entities, of any Parcel.

Parcel. Each part of the Property, the size and dimension of which shall be established by the legal description in a plat map of the whole or any portion of the Property or any Additional Property, the Parcel Deed conveying such Parcel, or in a subsequent deed or plat map that subdivides or combines a Parcel; provided, however, except as otherwise specifically provided in this Declaration, a Parcel may also be established by the Declarant by an instrument in writing executed, acknowledged and recorded by the Declarant that designates a part of the Property or the County Property (as to any portion then owned by the Declarant) as a Parcel for the purposes of this Declaration.

Person. A natural person, firm, corporation, limited liability company, partnership or any other legal entity, public or private.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

2.01 Initial Property. The portion of the County Property initially made subject to this Declaration as the "Property" is shown and described on the Initial Plat, which is incorporated herein by this reference.

2.02 Subjecting Additional Property to this Declaration. As to any Additional Property that the Declarant owns at the time, the Declarant may subject such Additional Property and any portions thereof that meet the definition of Additional Property, to the provisions of this Declaration at any time or from time to time as the Declarant in its discretion may determine by the filing of record with the Register of Deeds of Wayne County, North Carolina, an amendment or a "Supplemental Declaration of Easements and Restrictions for Wayne County Business Campus" for each such addition (a "Supplementary Declaration"), provided that such Supplementary Declaration makes specific reference to this Declaration, describes the Additional Property, and subjects such Additional Property to the provisions of this Declaration. Each Supplementary Declaration may contain such additions and modifications of this Declaration to be applicable solely to the applicable Additional Property as the Declarant may choose. Neither the County nor the Declarant is bound to add any Additional Property to this Declaration.

2.03 Unaffected Property; No Dedication. This Declaration shall have no force nor effect as to any real property, whether owned by the County, the Declarant or by others, other than the real property specifically described as set forth in Section 2.01 or 2.02 hereof. Nothing contained in this Declaration is to be construed, deemed or implied to be a grant or dedication of any right, title or interest to the general public or for any public use or purpose whatsoever.

ARTICLE III REGULATIONS GOVERNING USES AND IMPROVEMENTS

3.01 Limited Restrictions to be Imposed by this Declaration. Declarant considers that local, state and federal laws, ordinances, codes, rules and regulations now in effect or enacted or amended hereafter, including, without limitation, those applicable to permitting, plan approval, zoning, subdivision, grading, building and construction standards, building materials, setbacks, screening, fencing, signs, tree saving, landscaping, lot size, height limits, square footage limits, impermeable surface restrictions, buffer zones, wetlands, land use, permitted uses, air emissions, sanitary systems, waste disposal, industrial effluent, noise levels, parking, and accessibility, are sufficient to control and manage the development of the Parcels within the Property, without the need for this Declaration to impose another comprehensive layer of development and use restrictions and requirements. Therefore, the Declarant has determined that except for (i) the specific terms of this Declaration, (ii) the obligation share in the costs to operate, repair and maintain the Common Area as hereinafter provided, and (iii) the easements, buffers, setbacks, covenants, conditions, reservations and restrictions that may be stated or shown on the Initial Plat and any other recorded plat map or in any other recorded instrument applicable to a Parcel or the Property, this Declaration is not intended or designed to (a) impose requirements to obtain approval by the Declarant or any designated architectural review committee of the site plans, building plans or specifications for the proposed development of Parcels and the construction or alteration of Improvements thereon, or (b) prescribe uniform or additional standards for the use, location, design or appearance of any Improvements on the Parcels.

3.02 Limited Scope of Review. Any guidance, review or approval relating to the proposed development of a Parcel or the construction of Improvements thereon that may be requested of and provided by the Declarant (i) is intended solely for the purposes of confirming compliance with any standards and requirements contained in this Declaration or otherwise applicable to a Parcel, (ii) shall not be construed to alleviate the necessity to obtain all required

governmental permits and approvals, and (iii) shall not be construed as an approval or consent by the County in its governmental capacity pursuant to its ordinances, regulations, police power, or governmental functions. Neither the Declarant nor its agents, employees, members, successors, and assigns shall be liable for damages to any Owner or to any other Person relating to (i) the structural, architectural or engineering soundness, (ii) compliance with any laws, rules or regulations, or (iii) fitness for any purpose, of any development or Improvements on any Parcel. Any approval or consent given by the Declarant in writing and referring specifically to this Declaration shall be effective to bind the Declarant to the Person to whom the approval or consent is addressed as to the specific item or items contained in such approval or consent, whether or not the Person addressed therein is an Owner at the time such approval or consent was given. It is contemplated that a Person contemplating the purchase or financing of a Parcel prior to the closing of the purchase or loan transaction might request such approvals and consents.

3.03 Improvements Generally. After recording of this Declaration, no Improvement (new or existing, as applicable) shall be constructed, erected, placed, altered, maintained or permitted on any Parcel unless it complies with all of the requirements of the Declaration, the Initial Plat and any other recorded plat map, and the requirements of Sections 3.04 and 3.05 below.

3.04 Government Regulations. All uses and development activities on a Parcel and the construction of all Improvements must comply with all applicable local, state, and federal laws, ordinances, codes, rules and regulations now in effect or enacted hereafter, including, without limitation, those applicable to permitting, plan approval, zoning, subdivision, grading, building and construction standards, building materials, setbacks, screening, fencing, signs, tree saving, landscaping, lot size, height limits, square footage limits, impermeable surface restrictions, buffer zones, wetlands, land use, permitted uses, air emissions, waste disposal, sanitary systems, industrial effluent, noise levels, parking, and accessibility.

3.05 Permits Required Before Construction. No grading activities and no construction or alteration of any Improvements on any Parcel may be initiated without first applying for and obtaining, and thereafter complying with, any and all local, state and federal permits or approvals.

3.06 Allowed Uses. The zoning ordinance applicable to the Property that is now in effect or enacted or amended hereafter shall govern what uses are permitted on a Parcel and any applicable special conditions or development standards. No other uses are allowed. No Owner may seek a variance for or a rezoning of a Parcel without the written consent and approval of the Declarant in the Declarant's reasonable business judgment, and the Declarant has the unqualified right to withhold such consent or approval if such variance or rezoning has any adverse impact on any adjacent Parcel or the developability of any other Parcel, imposes any cost, development requirement or restriction on the Declarant or other Owners, or requires that any Common Area be altered, removed or increased.

3.07 No Nuisance. No use or operation shall be permitted on any Parcel that constitutes a nuisance, or violates any federal, state or local law, ordinance, rule or regulation.

3.08 Utilities. All on-site electrical lines and telephone lines shall be placed underground in accordance with the requirements of the respective utilities. Transformer or

terminal equipment shall be visually screened from view from streets and adjacent Parcels by fencing, walls, berms or foliage.

3.09 Trash. Waste, trash, litter, garbage, rubbish, refuse, junk and debris (collectively, "Trash") located, created or generated from any Parcel must be stored, transported and disposed of by the Owner or Occupant thereof in accordance with applicable laws and regulations. No Parcel is to be used or maintained as a dumping ground, burial site or storage area for Trash. Trash may be kept temporarily on a Parcel while awaiting removal and disposal in a reasonably timely manner; provided that items of waste, trash, litter, garbage, rubbish, and refuse must be kept in sanitary containers. All equipment for the handling, storage, transport or disposal of Trash must be kept in a clean and sanitary condition. No outdoor Trash collection areas shall be exposed to public view. When it is necessary to temporarily store or keep Trash in the open, the area must be fenced and screened with foliage at least high and dense enough to screen the materials from sight at ground level. Any temporary storage area must be limited to the no closer to the road frontage of the Parcel than the rear of the main building on the Parcel.

3.10 Parking. The location, number and size of parking spaces required on a Parcel must satisfy the applicable ordinances, codes, rules and regulations of local, state and federal governmental authorities having jurisdiction over such parking requirements. All parking areas on a Parcel, as well as related access drives, must be paved or covered with an equivalent material that complies with the applicable ordinances, codes, rules and regulations of local, state and federal governmental authorities having jurisdiction over such parking areas and access drives, that provides a dust-free surface and that is properly graded to assure proper drainage. Each Parcel must contain all required parking within the Parcel. Off-site parking is not permitted. Parking is not permitted on any street, and the Owner of each Parcel and the Occupant of a Parcel are responsible for enforcing this requirement with respect to their employees, guests, contractors and visitors.

ARTICLE IV PARCEL MAINTENANCE

4.01 Owner's Maintenance. The Declarant intends that the Property and the Campus will constitute an attractive and quality commercial development, with the Owner and any Occupant of each Parcel responsible for the appearance and proper upkeep of such Parcel. Each Owner and Occupant of a Parcel is responsible at all times and at its own cost to perform the following with respect to the Owner's Parcel:

- (a) Maintain all Improvements on such Parcel in a clean, neat, attractive and well-kept appearance, in a safe and functional condition, in good order and state of repair, and free of Trash (per Section 3.09 above), rodents, vermin and other pests; and maintain any inlets, drain lines, ponds and other related surface water drainage facilities that are constructed on the Parcel and that serve for the private benefit of the Improvements on the Parcel but that are not part of the Stormwater Drainage System designated as Common Area, even though such surface water drainage facilities may ultimately be connected to or flow into the Stormwater Drainage System;

- (b) Maintain landscaped and unimproved areas of such Parcel and the area between the property boundaries of such Parcel and the paved areas of any public roadways adjacent to such Parcel (including all roadway ditches, if any) in a neat, attractive and well-kept appearance and compatible with the natural surroundings, include all necessary planting, cutting, mowing, trimming, watering, fertilizing, aerating, seeding, spraying, pruning, weeding, replacing, and other ordinary and routine maintenance of such landscaped and unimproved areas; and
- (c) Maintain driveways, entrances, parking areas and sidewalks on such Parcel (and including any public or private sidewalk adjacent to a Parcel that may be within a road right of way) free from ice, snow, silt, storm debris, broken limbs, leaves and Trash.

All such maintenance responsibilities are to be performed in a manner and quality consistent with the nature of the Improvements and the operations of the business on the Parcel. If any Improvement is damaged by neglect, fire, storm or other casualty, it must be repaired or removed promptly by the Owner and not allowed to deteriorate or become unsafe, an eyesore or a nuisance.

ARTICLE V COMMON AREA AND MAINTENANCE AND THE ASSOCIATION

5.01 Property to be Maintained. Common Area shall be maintained as herein provided. In addition, the Declarant may by a plat map or instrument duly recorded designate as Common Area for maintenance purposes any portion of the Property (i) within the private easement areas or within dedicated rights-of-way within or used in connection with the Property, or (ii) on which there may be facilities or improvements that are intended for the general use and benefit of the Owners and Occupants (provided, Declarant cannot so designate any such portions of property that lie within an Owner's Parcel without that Owner's prior written consent). The designation of a Common Area may be made by the Declarant at any time and from time to time until the Declarant ceases to own any part of the Property. No public street, public utility or an easement related thereto may be designed as Common Area and no Owner shall have a duty to pay the cost of maintenance and repair of public streets, public utilities or easements relating thereto.

5.02 Declarant's Maintenance and Operations Obligations.

A. While this Declaration remains in effect, the Declarant (and the Association upon the Declarant's assignment of its rights and obligations with respect to the Common Area and other maintenance and operation obligations to the Association) shall maintain, repair and replace or cause to be maintained, repaired and replaced, as necessary the Common Area in a clean, neat, attractive and well-kept appearance, in a safe and functional condition, and in good order and state of repair (hereinafter collectively called "Maintenance"). Such Maintenance, to the extent not expressly required to be performed by an Owner as to such Owner's Parcel by the terms of this Declaration, shall include, when and as reasonably necessary, the following, to the standards set forth in this Section 5.02:

- (i) Repairing, replacing, cleaning and maintaining the Signs;

- (ii) Planting, cutting, mowing, trimming, watering, fertilizing, aerating, seeding, spraying, pruning, weeding, replacing, and other ordinary and routine maintenance of mowing, watering, fertilizing, weeding, replanting and replacing of landscaping and hardscape in the Open Space and other Common Area;
- (iii) Performing the duties and obligations of the grantee under the Access Easements and paying any costs associated therewith in accordance with the terms of the Access Easements and the requirements of any governmental entity that governs the use thereof, so that the benefit thereof to the Parcels, Owners and Occupants is maintained in effect; and
- (iv) Operating, repairing, maintaining, inspecting and reporting on the Stormwater Drainage System, including without limitation conducting required annual inspections, paying inspection fees and making all filings in accordance with the requirements of any local, state and federal governmental authorities having jurisdiction over the Stormwater Drainage System.

B. The cost and expenses of performing the Maintenance (“Cost of Maintenance”) shall be at competitive rates and shall include, but not be limited to, all costs of materials, labor, supplies, insurance, taxes, permits, fees, accountants, attorneys, consultants, contractors, electricity, fuels and special assessments. The Costs of Maintenance will be limited to the actual out-of-pocket costs incurred each calendar year plus an annual management fee not to exceed 5% of the Cost of Maintenance for such calendar year. The Declarant or the Association, as applicable, shall send all Owners an invoice on or before January 31 of the following year for such Owner’s proportionate share of the Cost of Maintenance based upon the formula stated in paragraph C below, and the invoice shall be accompanied by an itemized statement of such costs and the manner in which such Owner’s proportionate share was determined. Each Owner shall pay the amount shown on the statement within thirty (30) days after receipt. At the request of an Owner, the Declarant or the Association, as applicable, will deliver copies of all invoices, bills, statements and other materials to support the Cost of Maintenance. The Declarant or the Association, as applicable, shall also have the unilateral right to adopt a process for invoicing Owner’s for their respective proportionate share of the Cost of Maintenance quarterly or semi-annually during a calendar year based on the Costs of Maintenance incurred to date or based on a budget adopted for that calendar year. In the case of such periodic payments, an accounting is to be made as of the end of each calendar year and any applicable credits applied to the budget for the following calendar year and any deficits to be invoiced to and paid by the Owners as provided above.

C. Each Owner shall pay to the Declarant or the Association, as applicable, its proportionate share of the Cost of Maintenance required by this Article. The proportionate share of the Cost of Maintenance that each Owner must pay will be determined by multiplying the total Cost of Maintenance by a fraction, the numerator of which is the total number of acres within the Owner’s Parcel and the denominator of which is the total number of acres of Parcels within the Property subject to assessment. Such obligation shall begin as of (i) the date of the delivery of a deed of a Parcel by the Declarant to the initial Owner of such Parcel or (ii) the

commencement date of the term of lease or ground lease of a Parcel by the Declarant to a tenant, and such obligation shall be a lien against the such Parcel, which lien shall be subordinate to (i) the lien for ad valorem, real property taxes, and (ii) the lien or charge of any recorded first mortgage or deed of trust (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. The County and the Declarant shall be considered an Owner for the purposes of this Section 5.02 to the extent that it owns any part of the Property. Provided, however, if any Cost of Maintenance is incurred as a result of the negligence or willful misconduct of any Owner or any Occupant of such Owner's Parcel, or as a result of a breach of this Declaration by any Owner or any Occupant of such Owner's Parcel, then such Owner or Occupant shall be responsible to pay for the entire Cost of Maintenance so incurred or reimburse the Declarant or the Association, as applicable, for the entire Cost of Maintenance paid, without any portion thereof being prorated among the other Owners.

D. Upon assignment to the Association by the Declarant of the Declarant's rights and obligations with respect to the Common Area and maintenance responsibilities relating to the Common Area, the obligation of the Owners to share in the Cost of Maintenance shall transfer to and be enforceable by the Association under the terms and conditions of this Declaration and as may be established by the Association, and the Declarant shall be relieved of its duties with respect to the Common Area and maintenance responsibilities relating to the Common Area.

5.03 Easements for Common Area. The Owners, their successors, assigns, and tenants, are hereby granted a non-exclusive, perpetual easement for the use, access and enjoyment in and to the Common Area for the benefit of each Parcel and all land located within the Property and in accordance with the provisions set forth in the Declaration. Such easement rights are appurtenant to and shall run with the title to each Parcel and all the land located within the Property.

5.04 Common Area Dedication. Notwithstanding anything contained in this Declaration to the contrary, the Declarant and the Association, as applicable, shall have the right, power and authority to offer to dedicate to any public or quasi-public authority, in whole or in part, any Common Area and any areas that are used or are to be used for access roads, utility easements or facilities located on or serving the Property. Upon acceptance of such areas by the public or quasi-public authority, the Declarant and the Association, as applicable, shall be relieved of its obligations under this Declaration as to such dedicated areas.

5.05 Creation of Association. The Declarant intends to incorporate under the laws of the State of North Carolina the Association as a non-profit, non-stock corporation. The primary purpose of the Association is to provide for the care, maintenance, repair, restoration, replacement, improvements to and renovation of the Common Area and to assess the Owners for their respective proportionate share of the Cost of Maintenance. The Declarant shall be responsible for the Maintenance of the Common Area until such time as the Association has been formed and the Declarant assigns such responsibilities to the Association. The Association shall be governed by the applicable provisions set forth herein and by its separately created articles of incorporation and bylaws and shall be subject to any and all applicable laws, rules and regulations. The Association shall be responsible for the Maintenance of the Common Area in accordance with this Declaration, its articles of incorporation and bylaws and any and all applicable laws, rules and regulations. The

foregoing shall in no way be read or interpreted to limit the powers, rights and/or obligations of the Association as provided for in this Declaration, its articles of incorporation and bylaws and applicable laws, rules and regulations. The Declarant as the right to designate the initial directors and officers of the Association and part of the initial formation documents of the Association. All Owners shall automatically become members of the Association, and each Owner shall have a vote proportional to its proportionate share of the Cost of Maintenance, as provided above.

ARTICLE VI ENFORCEMENT

6.01 Default. The occurrence of any one or more of the following events shall constitute a breach of or default under this Declaration by the non-performing party (the “defaulting Owner”):

- (a) The failure to observe or perform any other of the covenants, conditions or obligations of this Declaration or to abide by the restrictions and requirements herein provided, which shall be a breach under this Declaration after expiration of thirty (30) days after the issuance of a notice by the Declarant, the Association or a non-defaulting Owner specifying the nature of the default claimed; or
- (b) The failure to make any payment required to be made under this Declaration within thirty (30) days of the due date, without necessity of any notice to the defaulting party other than as provided in this Declaration.

6.02 Responsibility of Owner. Each Owner shall be responsible for any breach of this Declaration that is a result of its own acts or omissions or the acts or omissions of an Occupant of its Parcel.

6.03 Enforcement. The covenants, conditions, restrictions, easements, uses, privileges, charges and liens of this Declaration shall run with the land and be binding upon and inure to the benefit of, and may be enforced by, either the Declarant, the Association or each Owner a Parcel or any part thereof, their respective heirs, successors and assigns. The Declarant may enforce the provisions of this Declaration at any time that it owns any part of the Property, except with respect to such provisions that relate to the powers and rights delegated or assigned to or vested in the Association. A breach of any of the provisions of this Declaration shall give to the party entitled to enforce such provision the right to bring a proceeding at law or in equity against the party or parties breaching or attempting to breach the Declaration and to enjoin such party or parties from so doing or to cause such breach to be remedied or to recover damages resulting from such breach. In addition to other remedies provided herein or allowed by law, the Declarant (and the Association subsequent to assignment of such right by the Declarant) may after written notice and a reasonable time to cure the violation enter upon a Parcel and eliminate, correct or remove such violation and the cost of such action, together with interest thereon at the rate of 8% per annum commencing thirty (30) days after written demand thereof is delivered to the Owner of such Parcel, and such amount is to be immediately paid by the Owner of such Parcel and shall constitute a lien on the Parcel until paid. Furthermore, the Declarant (and the Association subsequent to assignment of such right by the Declarant) may after written notice and a reasonable time to cure the violation impose a fine upon the Parcel and Owner in an amount not to exceed \$50.00 (but which may be imposed for each day that a violation continues) for any violation of this Declaration, which shall

constitute a lien upon the Parcel until paid. In any legal or equitable proceedings for the enforcement of this Declaration or to restrain a breach thereof, the party or parties against whom judgment is entered shall pay the attorneys' fees and costs of the party or parties for whom judgment is entered in such amount as may be allowed by law and be fixed by the Court in such proceedings. All remedies provided under this Declaration including those at law or in equity shall be cumulative and not exclusive. The failure of a party having a right to enforce this Declaration to do so shall not be deemed a waiver of the right of any other party having such right nor shall a waiver of one breach constitute a waiver as to another breach whether of the same or different nature. No party having the right to enforce this Declaration shall be liable for failure to enforce this Declaration.

6.04 Lien. Costs and expenses accruing or assessed as to any Owner or Parcel pursuant to this Declaration shall constitute a lien against such Owner or Parcel. Such lien shall attach and take effect upon recordation of a claim of lien in the applicable real estate records office of the county in which the Parcel is located, by the Declarant, the Association or a non-defaulting Owner making the claim or upon such earlier date or event specified in this Declaration. If a claim of lien is recorded, it shall include the following:

- (a) The name and address of the lien claimant;
- (b) A statement concerning the basis for the claim of lien and identifying the role of the lien claimant;
- (c) An identification by name and address (if known) of the Owner or reputed Owner of the Parcel or interest therein against which the lien is claimed;
- (d) A description of the Parcel against which the lien is claimed;
- (e) A description of the work performed that has given rise to the claim of lien;
- (f) A statement itemizing the total amount due, including interest; and
- (g) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date, book and page of recordation hereof.

The notice of the claim of lien shall be duly acknowledged and contain a certification that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing pursuant to the notice provisions of the Declaration. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the law of the State of North Carolina.

ARTICLE VII MISCELLANEOUS SECTIONS

7.01 Term. These covenants and restrictions shall remain in full force and effect until June 30, 2054; provided, however, that the term thereof shall be extended for successive five (5)

year periods unless this Declaration is terminated as of the end of the stated term or an extended term of this Declaration by the affirmative written and recorded agreement of Owners representing no less than three-fourths (3/4) of the area of all Parcels subject to assessment under this Declaration.

7.02 Amendment. An amendment of this Declaration must be made in writing and evidenced by an instrument executed by (a) the Owners representing no less than 66% of the area of all Parcels subject to assessment under this Declaration, (b) the Declarant by unilateral action within twenty (20) years from the recordation hereof if such amendment is necessary or desirable in the sole judgment of the Declarant to clarify this Declaration or to correct typographical or similar errors, or (c) the Declarant by unilateral action so long as the Declarant owns at least 51% of the total areas of all Parcels subject to the Declaration, provided: (i) that the Declarant's written consent thereto shall be required to any amendment pursuant to (a) above adopted within twenty (20) years after the date this Declaration is recorded and for so long as the Declarant owns any of the Property subject to this Declaration; and (ii) that the manner of determining the percentage of assessments allocated to each Parcel under Section 5.02 shall not be amended without the consent of the Owners of each Parcel so affected. All amendments shall become effective when recorded in the office of the Register of Deeds of Wayne County, North Carolina.

7.03 Variance and Waiver. Notwithstanding anything to the contrary contained in this Declaration, the Declarant or the Association, as applicable, is authorized, at its sole discretion, to grant for the benefit of any Parcel individual variances or waivers from any of the provisions of this Declaration, except the provisions of this Declaration regarding assessments for Maintenance Costs, if it determines that a variance or waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property; provided that such variance or waiver does not violate and is not to be construed as a variance or waiver of any local, state or federal law, ordinance, code, rule or regulation.

7.04 No Termination for Breach. No breach, whether or not material, of the provisions of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect, in any manner, any other rights or remedies that any Party may have hereunder by reason of any breach of the provisions of this Declaration.

7.05 Compliance with Law. Each Owner shall at all times comply with all applicable federal, state, county and municipal laws, ordinances, rules and regulations and with the applicable regulations of the local fire insurance rating organization having jurisdiction or any other organization or board exercising a similar function with respect to the construction, maintenance, operation and use of such Owner's Parcel or Improvements thereon. This Declaration has been entered into under, and shall be construed in accordance with, the laws of the State of North Carolina. Exclusive jurisdiction for any dispute arising out of this Declaration shall be the General Court of Justice in Wayne County, North Carolina.

7.06 Estoppel Certificate. Upon the written request of an Owner or any person interested in the purchase or finance of a Parcel, the Declarants and/or the Association, as the case may be, shall issue a certificate within ten (10) business days setting forth the amount of any delinquent assessment or charge with respect to said Parcel and the Parcel's proportionate share of the Cost

of Maintenance. A reasonable charge not to exceed \$100.00 may be made for issuance of the certificate.

7.07 Severability. If any covenant, condition or term of this Declaration is found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding; provided that in such event Declarant and all of the then Owners of the Property shall to the fullest extent possible modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

7.08 Owner's Liability. Following the sale or transfer of ownership of a Parcel, the Owner so selling or transferring the Parcel shall have no further liability for any obligation with respect to such Parcel that accrues after the date of the recording of the conveyance; provided, however, that nothing herein contained shall be construed so as to relieve the Parcel of any lien arising by reason of such liability or the Owner selling or transferring such Parcel from any liabilities or obligations incurred or arising under this Declaration for the time prior to such recording.

7.09 Combination of Parcels. If two or more adjoining Parcels are acquired by the same Owner in fee, such commonly owned Parcels may, at the option of such Owner, be combined and treated as a single Parcel or re-subdivided into reconfigured Parcels under this Declaration by an instrument duly recorded, notice of which shall be given to the Declarant, and if in existence, the Association.

7.10 Delay in Performance – Force Majeure. If the performance of any act or obligation under this Declaration is prevented or delayed by an act of God, fire, earthquake, flood, extraordinary weather conditions, explosion, action of the elements, war, invasion, insurrection, mob violence, sabotage, malicious mischief, epidemic, pandemic, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor union, condemnation, threatened condemnation, requisitions, laws, orders or directives of governmental, civil, military or naval authorities, or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation, then such Person shall be excused from the performance of such act or obligation for so long as such Person is so prevented or delayed by reason thereof, provided the Person claiming the benefit of force majeure shall within five (5) business days of the occurrence of any of the aforesaid causes give to the Declarant and/or others, including the Association, as the case may be, written notice thereof, together with a statement setting forth all the facts evidencing force majeure. At the conclusion of the duration of each such force majeure, written notice must be given by such Person of the termination of such force majeure. This force majeure provision shall apply to the Declarant and each Owner's obligations hereunder except those that require payment of money.

7.11 Rights of Secured Parties. No breach of the Declaration shall defeat or render invalid the lien of any security instrument now or hereafter executed upon any Parcel; provided, however, that if any Parcel or portion thereof is sold under a foreclosure of any security instrument or is conveyed to any secured party in lieu of foreclosure, any purchaser at such sale or any such

grantee and the grantee's successors and assigns shall hold any and all real property so purchased or acquired subject to the Declaration.

7.12 Notice. Any notice required or desired to be given under the Declaration shall be in writing and shall be deemed to have been properly served when (i) delivered in person and receipted for, or (ii) upon delivery to recipient by a national overnight delivery service. If notice is to an Owner, it shall be sent to its last known address as shown on the records of the Declarant at the time of such mailing and the address used by the Wayne County tax office for tax bills to be sent to an Owner. If notice is sent to the Declarant, it shall be sent to County of Wayne, Attn: County Manager, PO Box 227, Goldsboro, NC 27533. The Declarant and an Owner may from time to time designate a different address by written notice to each Owner.

7.13 Captions - Singular, Plural, Gender. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

7.14 Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Declarant herein contained may be assigned to the Association or any Person that owns any land within the Property, provided that the Association or any such Person agrees to assume the duties of the Declarant pertaining to the particular rights, powers and reservations assigned. Upon the Association or any such Person evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Declarant herein and the Declarant shall be relieved of such obligations and duties that were so assigned and assumed. The term "Declarant" as used herein includes all such assignees and their heirs, successors and assigns. Any assignment or appointment made under this section shall be in recordable form and shall be recorded with the Register of Deeds for Wayne County, North Carolina. At such time as the Declarant no longer owns any of the land in the Property, and provided the Declarant has not previously assigned its rights hereunder to some other Owner or designee, all rights, powers, restrictions and obligations of the Declarant hereunder shall be transferred automatically to the Association. Ownership, control and/or responsibility for maintenance of the Common Area may also be assigned in such manner or may be separately assigned to the Association. Upon any such assignment, the Declarant shall be relieved of its responsibilities and obligations concerning the Common Area except to the extent the Declarant remains an Owner of any Parcel.

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IN WITNESS WHEREOF, the County of Wayne has caused this Declaration to be duly authorized and signed and to be effective as of the date first above written.

County of Wayne

By: Barbara Aycock
Name: Barbara Aycock

Title: Chairwoman, Wayne County Board of Commissioners

ATTEST:

Carol Bowden

Carol Bowden

Clerk to the Board of Commissioners

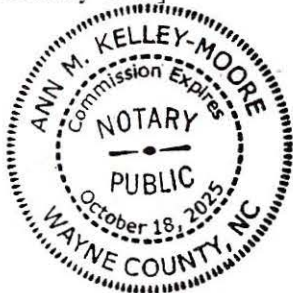


STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, Ann M. Kelley-Moore, 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 Chairwoman, **Barbara Aycock**, sealed with its seal and attested by herself as its Clerk.

Witness my hand and official seal, this the 16 day of September, 2025.

[Affix Notary Seal]



Ann M. Kelley-Moore
Notary Public

Printed Name: Ann M. Kelley-Moore

My commission expires: 10/18/2025

Consulting Agreement

This Contract is made on September 11, 2025

BETWEEN Crossroads Strategies, LLC, whose address is 800 North Capitol St, NW #800, Washington, DC 20002, and Seymour Support Council, Inc., d/b/a/ Friends of Seymour Johnson whose address is 117 Ormond Avenue Goldsboro, NC 27533 referred to as the "Contractor(s),"

AND the **City of Goldsboro** a political subdivision of the State of North Carolina and Property City, whose address is PO Box A, Goldsboro, NC 27533 (hereinafter referred to as "CITY") and the County of Wayne, a political subdivision of the State of North Carolina and Property County, whose address is 224 E Walnut Street Goldsboro, NC 27533 (hereinafter referred to as "COUNTY").

1. It is agreed and understood that the advertisement for bids, information for bidders, accepted proposal, general conditions, detailed specifications, bid request, addenda and drawings are a part and parcel of this Contract, to the same extent as if incorporated herein in full.
2. **AGREEMENT:** The contractor agrees to provide/perform certain goods, services, construction, alterations, or repairs (referred to as the "**Work**") in accordance with this Contract and **Schedule A**. All **Work** will be performed in a good, sound, and workmanlike manner. The terms and provisions of this Contract along with any attachments, schedules or exhibits hereto govern the relationship, duties and responsibilities of the parties. The provisions of this contract shall supersede and override any and all terms contained in any attachment, schedule or exhibit which are inconsistent in any way therewith.
3. **TERM OF CONTRACT:** Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall be for the period established in "Schedule A".
4. **PAYMENT TO CONTRACTOR:** CONTRACTOR shall receive from CITY AND COUNTY rates specified in "**Schedule A**", for services performed to the satisfaction of the CITY AND COUNTY. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to CITY AND COUNTY for Services performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and will appear on all invoices and correspondence mailed to CITY AND COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by CITY AND COUNTY. No charges in addition to the agreed fee amounts stated in "Schedule A" shall be paid by the CITY and COUNTY without pre-authorization by authorized personnel and proper approval, via a change order request.
5. **INDEPENDENT CONTRACTOR:** CITY AND COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY AND COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
6. **COMPLIANCE WITH LAWS:** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
7. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law for the duration of this contract.

8. **NON-DISCRIMINATION:** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY AND COUNTY, and CONTRACTOR may be declared ineligible for further CITY AND COUNTY contracts.
9. **NON-APPROPRIATION CLAUSE:** CONTRACTOR acknowledges that the CLIENT is a governmental entity and the validity of this Agreement, and any renewals or extensions thereof, is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the CLIENT's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the CLIENT 30 days after written notice to VENDOR of the non-appropriation of public funds.
10. **CHANGES:** This Contract can only be changed by an agreement in writing signed by both the CITY and COUNTY and the Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the CITY and COUNTY and the Contractor specifically agree in writing
11. **DISPUTE RESOLUTION:** Contractor and CITY and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for resolution of any dispute shall be in Wayne County, North Carolina
12. **TERMINATION:** The CITY AND COUNTY reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The CITY AND COUNTY also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the CITY AND COUNTY believes, in its sole discretion that it is in the best interest of the CITY AND COUNTY to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the CITY AND COUNTY as of the termination date if the contract is terminated for convenience of the CITY AND COUNTY. Any award under this procurement process is not exclusive and the CITY AND COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of the CITY AND COUNTY.
13. **INDEMNITY:** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY AND COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.
14. **OWNERSHIP OF MATERIALS:** The Contractor will continue to own all materials delivered and work performed until paid for by the CITY and COUNTY. The Contractor will have access to these materials and work at all reasonable times.
15. **CARE OF PROPERTY:** The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish, and surplus materials. The Contractor will leave the Property

"broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.

- 16. PERMITS & BUSINESS REGISTRATION:** The Contractor shall obtain any/all required building permits or approvals as required by law and complete a Business Registration Application with the CITY and COUNTY Inspections Department. The CITY and COUNTY will pay for these permits or approvals and cooperate in obtaining them.
- 17. CONTRACTOR'S CONTINUING LIABILITY:** The Contractor will be liable for defective, faulty, or improper materials or workmanship. Upon written notice, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.
- 18. NOTICES:** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.
- 19. FEDERAL TAXES:** The CITY and COUNTY are exempt from and will not pay Federal Excise or Transportation taxes.
- 20. NORTH CAROLINA SALES TAX:** The CITY and COUNTY are Not exempt from and will pay North Carolina Sales and Use Taxes.
- 21. GOOD STANDING WITH CITY AND COUNTY:** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to the CITY AND COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY AND COUNTY during the Term of this Contract.
- 22. SUSPENSION AND DEBARMENT:**
 - 22.1. The contractor certifies to the best of his or her knowledge and belief, that the applicant and its principals:
 - 22.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or Local Department or agency.
 - 22.1.2. have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 22.1.3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - 22.1.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 22.2. The applicant agrees that it will include this certification, without modification, in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.
- 23. GOVERNING LAW:** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Wayne and the State of North Carolina.
- 24. E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the CITY and COUNTY utilizing a subcontractor,

CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the CITY and COUNTY.

- 25. IRAN DIVESTMENT ACT:** Contractor certifies that, as of the date of this document, it is not on the Final Divestment List as created by the State Treasurer pursuant to NC General Statutes, Article 6E Iran Divestment Act and is in compliance with the requirements of the act. The contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. Contracts valued at less than \$1,000.00 are exempt from this restriction.
- 26. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NC General Statutes, Article 6G Divestment From Companies Boycotting Israel. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction
- 27. PARTIES:** Both the CITY and COUNTY and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are also bound.
- 28. NOTICE TO CITY AND COUNTY:** Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete.



July 1, 2025

Henry Smith, Esq.
Friends of Seymour Johnson
c/o Warren, Kerr, Walston, Taylor & Smith, LLC
117 Ormond Avenue
Goldsboro, NC 27533

Dear Henry:

This Consulting Agreement (the "Agreement") is entered as of July 1, 2025, between Crossroads Strategies, LLC (hereinafter "Consultant" or "CRS"), and Seymour Support Council, Inc., d/b/a/ Friends of Seymour Johnson, the City of Goldsboro and the County of Wayne (hereinafter "Clients") and relates to certain consulting services to be rendered by Consultant to Clients with respect to the services below:

Description of Services

Consultant will advise Clients on legislative issues impacting the entity, work with appropriate congressional committees, leadership, and individual members to facilitate Clients' agenda. The Consultant will also work with agencies within the Administration on behalf of Clients.

Deliverables of the Agreement

- Consultant will engage to complete all legislative initiatives currently in process from the FY25 authorization and appropriations cycle.
- Consultant will conduct all direct congressional advocacy required to support Friends of Seymour activities related to preservation of current USAF flying squadrons.
- Consultant will coordinate with all parties to the Agreement, as well as relevant congressional interests, to align legislative objectives related to Seymour Johnson Air Force Base for the FY26 authorization and appropriations cycle.
- Consultant will formally prepare, coordinate, and submit all required written issue papers to the congressional defense committees in support of the Friends of Seymour objectives for the FY26 legislative cycle.
- Consultant will provide routine reports and feedback to parties to the Agreement, based on articulated and agreed upon requirements from Clients.

Terms of the Agreement

The term of this Agreement shall commence on July 1, 2025, and remain in effect through June 30, 2026. In consideration of these services, Clients will pay Consultant a monthly retainer of \$15,000.00 to be paid within 45 days following delivery of invoice. Invoices will be sent approximately quarterly at the beginning of each quarter to the City of Goldsboro and the County of Wayne in the amount of \$22,500.00 due from each entity covering time periods as follows: 7/1/25 – 9/30/25, 10/1/25-12/31/25, 1/1/26-3/30/26, and 4/1/26-6/30/26. Clients will reimburse Consultant for all reasonable expenses associated with the above services, the expenditure of which shall be pre-approved.

Contact and Communication

Henry Smith and Ken Gerrard, representing Friends of Seymour, will be the primary points of contact for the Clients. A regular bi-weekly call will be scheduled that includes the Consultant, the primary points of contact for the Clients, and additional representatives of the Client entities as requested.

This agreement may be terminated by either party with 30 days written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

CROSSROADS STRATEGIES, LLC

By: _____

Name: Mathew Lapinski
Title: CEO

Date: _____

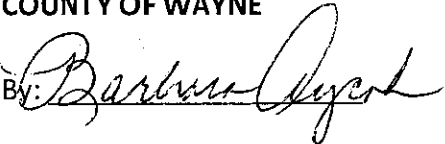
FRIENDS OF SEYMOUR JOHNSON AFB

By: _____

Name: Henry Smith, Esq.
Title:

Date: _____

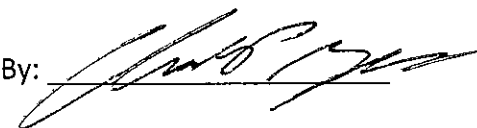
COUNTY OF WAYNE

By: 

Name: Barbara Aycok
Title: Chairman

Date: 9-16-25

CITY OF GOLDSBORO

By: 

Name: Charles Gaylor, IV
Title: Mayor

Date: 7/11/2025

Carol Bowden

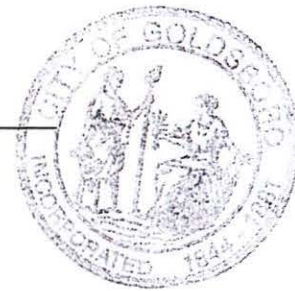
Carol Bowden, Clerk to the
Board of Commissioners



Attested by:

Laura Getz

Laura Getz, City Clerk



Pre-audited by:

County of Wayne

City of Goldsboro

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

By: Angela Y Boswell

Angie Boswell, Finance Director

By: Catherine F. Gwynn

Catherine F. Gwynn, Finance Director

RESOLUTION 2025 - 71

RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE FRIENDS OF SEYMOUR AGREEMENT

WHEREAS, the City of Goldsboro is home to Seymour Johnson Air Force Base; and

WHEREAS, the City entered into an agreement with the Friends of Seymour on February 3, 2025. The agreement has been updated to add an expiration date; and

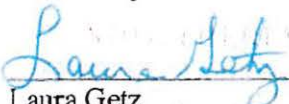
WHEREAS, the terms of the agreement state: the City of Goldsboro will name its duly appointed Manager to serve as an ex-officio representative; consultant fees paid by the City of Goldsboro will be \$7,500.00 per month; the City will reimburse to Friends of Seymour Johnson AFB a portion of the compensation to a local representative of Friends of Seymour who is providing operational direction, administrative oversight, and consistent updates to the elected body of the ongoing and work of the Friends of Seymour Johnson AFB and its retained consultants. The compensation commitment from the City shall be \$1,050.00 per month; the City will pay to Friends of Seymour the sum of \$500.00 each per month for administrative assistance; and financial support from the City shall be in the yearly amount of \$1,200.00 for activity support; and incidental expenditures not to exceed \$1,000.00 annually; and

WHEREAS, it is the expectation of the Goldsboro City Council that Friends of Seymour will engage and put forward substantive effort to resolve quality of life issues for the families of Seymour Johnson; including, but not limited to; childcare, housing, public safety, infrastructure, public education, and other legislative initiatives as defined in resolution by Council.

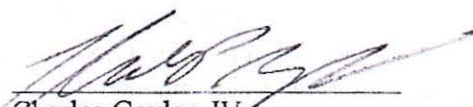
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the Mayor and City Clerk are hereby authorized to sign the agreement with the Friends of Seymour Johnson AFB.

This Resolution shall be in full force and effect from and after this September 8, 2025.

Attested by:


Laura Getz
City Clerk




Charles Gaylor, IV
Mayor

Journal Proof Report



Journal Number: 607 Year: 2026 Period: 3

Description: HD

Reference 1: 65

Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-512200	Overtime			\$1305.32	
BUA	1315110-512100	Salaries and Wages			\$500.00	
BUA	1315110-518000	Social Security-FICA			\$111.91	
BUA	1315110-518100	Social Security-Medicare			\$26.17	
BUA	1315110-518200	Retirement Contribution			\$259.92	
BUA	1315110-518210	401K Retirement Contribution			\$36.10	
BUA	1315110-531100	Travel-Meals & Lodging			\$139.15	
BUA	1315110-383900	Miscellaneous Revenue				\$2378.57
Journal 2026/3/607					Total	\$2378.57
						\$2378.57

Journal Proof Report



Journal Number: 608 Year: 2026 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104318-526200	Non-Capital Computer Equipment			\$9518.67	
BUA	1104318-526100	Office Supplies-NonCaptl FF&E				\$9518.67
			Journal 2026/3/608	Total	\$9518.67	\$9518.67

Journal Proof Report



Journal Number: 609 Year: 2026 Period: 3

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-518340	Health Savings Account Contrib				\$10107.08
BUA	1315112-518340	Health Savings Account Contrib			\$600.02	
BUA	1315117-518340	Health Savings Account Contrib			\$1017.63	
BUA	1315124-518340	Health Savings Account Contrib			\$1125.11	
BUA	1315151-518340	Health Savings Account Contrib			\$4.69	
BUA	1315152-518340	Health Savings Account Contrib			\$9.37	
BUA	1315161-518340	Health Savings Account Contrib			\$9.37	
BUA	1315162-518340	Health Savings Account Contrib			\$1997.81	
BUA	1315163-518340	Health Savings Account Contrib			\$3839.99	
BUA	1315167-518340	Health Savings Account Contrib			\$1475.23	
BUA	1315180-518340	Health Savings Account Contrib			\$9.37	
BUA	1315192-518340	Health Savings Account Contrib			\$13.80	
BUA	1315193-518340	Health Savings Account Contrib			\$4.69	
Journal 2026/3/609					Total	\$10107.08
						\$10107.08

Journal Proof Report



Journal Number: 610 Year: 2026 Period: 3

Description: Library

Reference 1: 78

Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
	Formatted Project String					
BUA	1106110-562000	Grant Expenditures			\$3000.00	
	E-X2304 -Library -Travel -ConfCosts					
BUA	1106110-335000	Grant Revenues				\$3000.00
Journal 2026/3/610				Total	\$3000.00	\$3000.00

Journal Proof Report



Journal Number: 611 Year: 2026 Period: 3

Description: Library

Reference 1: 82 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-535100	Repairs & Maint-Buildings			\$2750.00	
BUA	1106110-383300	Donations				\$2750.00
Journal 2026/3/611				Total	\$2750.00	\$2750.00

Journal Proof Report



Journal Number: 612 Year: 2026 Period: 3

Description: Sheriff

Reference 1: 86

Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526100-CtlSb	Office Supplies-NonCaptl FF&E			\$1027.16	
BUA	1104310-331700-CtlSb	Controlled Substance				\$1027.16
Journal 2026/3/612				Total	\$1027.16	\$1027.16

Journal Proof Report



Journal Number: 613 Year: 2026 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104318-512600	Part Time or Extra Help			\$75000.00	
BUA	1104310-512600	Part Time or Extra Help				\$75000.00
Journal 2026/3/613				Total	\$75000.00	\$75000.00

Journal Proof Report



Journal Number: 614 Year: 2026 Period: 3 Description: Finance Reference 1: 89 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1105830-549800	Miscellaneous			\$2289.06	
BUA	1105830-342025	Various Other Reimbursements				\$2289.06
Journal 2026/3/614				Total	\$2289.06	\$2289.06

Journal Proof Report



Journal Number: 615 Year: 2026 Period: 3

Description: HD

Reference 1: 91

Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315151-523100	Program Supplies			\$500.00	
BUA	1315151-523900	Other Medical Supplies			\$2000.00	
BUA	1315151-526000	Office Supplies			\$500.00	
BUA	1315151-531100	Travel-Meals & Lodging			\$2000.00	
BUA	1315151-539500	Training			\$1000.00	
BUA	1315110-351509	Communicable Disease				\$6000.00
Journal 2026/3/615					Total	\$6000.00
						\$6000.00

Journal Proof Report



Journal Number: 616 Year: 2026 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2505912-562000	Grant Expenditures			\$164395.00	
	E-WCPS -State -Rtrack -					
BUA	2505912-562000	Grant Expenditures				\$164395.00
	E-WCPS -State -SWtrack -					
Journal 2026/3/616				Total	\$164395.00	\$164395.00

Journal Proof Report



Journal Number: 1027 Year: 2026 Period: 3 Description: WCDA Reference 1: 120 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-562000	Grant Expenditures			\$480000.00	
BUA	1104920-335000	Grant Revenues				\$480000.00
Journal 2026/3/1027				Total	\$480000.00	\$480000.00

Journal Proof Report



Journal Number: 1034 Year: 2026 Period: 3 Description: WCDA Reference 1: 121 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-562000	Grant Expenditures			\$300000.00	
BUA	1104920-335000	Grant Revenues				\$300000.00
Journal 2026/3/1034				Total	\$300000.00	\$300000.00

Journal Proof Report



Journal Number: 1035 Year: 2026 Period: 3

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	6324530-559000	Capital Outlay-Infrastructure			\$116987.19	
BUA	6324530-559000	Capital Outlay-Infrastructure				\$116987.19
	E-ARPA -Jetport -Stormwater-					
Journal 2026/3/1035				Total	\$116987.19	\$116987.19

Journal Proof Report



Journal Number: 1036 Year: 2026 Period: 3

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104180-569300	Fees Due to the State			\$3837.00	
BUA	1104180-519000	Professional Services				\$3837.00
			Journal 2026/3/1036	Total	\$3837.00	\$3837.00

Journal Proof Report



Journal Number: 1037 Year: 2026 Period: 3

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6676160-512600	Part Time or Extra Help				\$2500.00
BUA	6676160-539800	Security Services			\$2500.00	
Journal 2026/3/1037				Total	\$2500.00	\$2500.00