# Wayne County, North Carolina
## Board of Commissioners

December 16, 2025
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

## MINUTES

**PLEASE SILENCE ALL CELLPHONES**

**CONFLICT OF INTEREST STATEMENT - Commissioners are reminded of their duty to avoid conflicts of interest consistent with state law and Wayne County policies. Any Commissioner who has an actual or potential conflict of interest with respect to any matter on the agenda should disclose the conflict prior to the meeting.**

### 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 8:00 a.m. with Chairman Joe C. Daughtery reviewing the agenda.

Assistant County Manager Ginger Moore added the Request to Award Bid on the window replacement at the Jeffreys Building to the Consent Agenda.

Finance Director Angie Boswell reviewed the Window Replacement bids, the budget amendments, and answered questions from the Board.

Health Director Suzanne LeDoyen reviewed the Liability Insurance Policy and the Revised Clinic Fee Schedule.

Members Present: Chairman Joe C. Daughtery; Vice-Chairman Chris Gurley; Barbara Aycock; and Tim Harrell.

Members Absent: Bevan Foster and Antonio Williams.

At 8:10 a.m., Chairman Joe C. Daughtery recessed the Board of Commissioners Agenda Briefing.

### 9:00 A.M. CALL TO ORDER - Chairman Joe C. Daughtery

The Wayne County Board of Commissioners met on Tuesday, December 16, 2025, at 9:00 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: Chairman Joe. C. Daughtery; Vice-Chairman Chris Gurley; Barbara Aycock; Bevan Foster; Tim Harrell; and Antonio Williams.

Members Absent: None

**INVOCATION - Commissioner Chris Gurley**

Vice-Chairman Chris Gurley 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 December 2, 2025, Minutes

   Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the December 2, 2025, Minutes.

**DISCUSSION/ADJUSTMENT OF AGENDA**

2. Motion to Approve the December 16, 2025, Adjusted Agenda.

   Upon motion of Chris Gurley, the Board of Commissioners unanimously approved the December 16, 2025, Adjusted Agenda.

   Adjustments to the agenda were:

   - Add the Motion to Reward the bid for Replacement Windows at the Jeffreys Building to the Consent Agenda.
   - Add the wording, "and appropriate budget amendment" to #11 of the Consent Agenda.
   - Remove #4 and #5 under Special Presentations and move them to the January 6, 2026, agenda.

**SPECIAL PRESENTATIONS**

3. Employee Anniversary Pins

   Assistant County Manager Ginger Moore and Deputy Clerk Kayla Whitley presented Employee Service Pins to those in attendance.

**UNFINISHED BUSINESS**

4. Discussion of the use of Opioid Settlement Funds for the 9th Judicial District's Accountability and Recovery Courts. The board may choose to take action following discussion.

   County Attorney Andrew Neal explained the Opioid Settlement funds for the 9th Judicial District's Accountability and Recovery Courts proposed agreement, and answered questions from the Board.

   Upon motion of Commissioner Tim Harrell, the Board of Commissioners unanimously approved the use of Opioid Settlement Funds for the 9th Judicial District's Accountability and Recovery Courts, attached hereto as Attachment A.

5. Motion to approve a Project Investment Agreement and Grant Performance Agreement between North Carolina Railroad, Wayne County, and Alianza Team Foods (d/b/a Team Foods USA, Inc.) for a $300,000 North Carolina Railroad Invests Grant.

   County Attorney Andrew Neal explained the Project Investment Agreement and Grant Performance Agreement between North Carolina Railroad, Wayne County, and Alianza Team Foods (d/b/a/ Team Foods USA, Inc.) for a $300,000 North Carolina Railroad Invests Grant, and answered questions from the Board.

   Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the Project Investment Agreement and Grant Performance Agreement between North Carolina Railroad, Wayne County, and Alianza Team Foods (d/b/a Team Foods USA, Inc.) for a $300,000 North Carolina Railroad Invests Grant, attached hereto as Attachment B.

**CONSENT AGENDA**

Upon motion of Commissioner Tim Harrell, the Board of Commissioners approved the Consent Agenda, by a vote of 5 to 1, with Foster against, as detailed below.

6. Late Disabled Veterans Exclusion

7. Late Elderly Exclusion application

8. Budget Amendments
   #188-Finance/#192-Finance/#194-County Mgr./#195-Facilities

9. Motion to Approve Work Authorization #17 for the Categorical Exclusion (CATEX) environmental documentation needed for the Taxiway & Taxilane Improvements project. (This will be 90% funded by FAA NPE funds, with a 10% ($986) County match, and appropriate budget amendment.
   Attached hereto as Attachment C.

10. Motion to Approve a new Lease Agreement on behalf of the NC Department of Adult Correction for 209 S. William St., Goldsboro, N.C.
    Attached hereto as Attachment D.

11. Motion to approve the revised Liability Insurance Policy for the Wayne County Health Department.
    Attached hereto as Attachment E.

12. Motion to Approve the Revised Clinic Fee Schedule for the Wayne County Health Department.
    Attached hereto as Attachment F.

13. Motion to Approve to Award the Bid for Window Replacement at the Jeffreys Building.
    Attached hereto as Attachment G.

**NEW BUSINESS**

14. Motion to Approve the Purchase of 604 Corporate Drive, Goldsboro (PIN: 3600313916) for $2,000,000 and Purchase and Sale Agreement pending County Manager and County Attorney approval.

County Attorney Andrew Neal explained the proposed purchase of 604 Corporate Drive and answered questions from the Board. He thanked Vice-Chairman Chris Gurley for discovering the property for the County.

Upon motion of Vice-Chairman Chris Gurley, the Board of Commissioners unanimously approved the Purchase of 604 Corporate Drive, Goldsboro (PIN: 3600313916) for $2,000,000 and Purchase and Sale Agreement pending County Manager and County Attorney approval, attached hereto as Attachment H..

**COUNTY MANAGER'S REPORT**

Assistant County Manager Ginger Moore shared information about Legal Aid's need for new office space, as Mr. Neal explained the local offices would be shutting down in January, and Facilities Director Kendall Lee has available space in a county building. Ms. Moore stated she attended the Senior Center, DSS/HD, and employee Christmas parties, as well as several of the local Christmas parades. She thanked the employees who worked to make all the events possible.

**BOARD OF COMMISSIONERS COMMITTEE REPORTS**

Commissioner Antonio Williams had no comments.

Commissioner Barbara Aycock stated she attended the CAC Adult Care luncheon and enjoyed the parades she attended.

Commissioner Bevan Foster had no comments.

Commissioner Tim Harrell stated everyone was getting ready for Christmas, the WAGES students were back now that the federal government restored funding, and that he enjoyed the employee Christmas party. He encouraged everyone to take some downtime, spend time with their families, and remember the reason for the Christmas holiday. He wished everyone a Merry Christmas.

Vice-Chairman Chris Gurley thanked the cooks of the employee Christmas party and thanked Commissioners Bevan Foster and Tim Harrell for helping to deliver plates. He shared pictures of the Mt. Olive Pickle used in the parades and drawn by Tiffany Langley, a facilities department employee with the County. Vice-Chairman Gurley also shared pictures of the parade and the Commissioners' special guest, Kendal Capps. He wished everyone a Merry Christmas.

Chairman Joe C. Daughtery asked Commissioner Barbara Aycock to join him at the podium and presented her with a plaque for her service as Chairwoman from December 2024 to December 2025. He reminded everyone of the deadline for resumes for the vacant commissioner seat. He wished everyone a Merry Christmas and a Happy New Year.

**CLOSED SESSION**

At 9:40 a.m., upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously declared itself in closed session to protect the confidentiality of competitive healthcare information, 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 11:52 a.m., upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously declared itself in regular session.

Members Present: Chairman Joe C. Daughtery; Vice-Chairman Chris Gurley; Barbara Aycock; Bevan Foster; Tim Harrell; and Antonio Williams.

Members Absent: None

Others Present: Assistant County Manager Ginger Moore; County Attorney Andrew Neal; Sheriff Larry Pierce (for first 15 minutes), Attorneys Greg Chabon and Tony Brett with Womble Bond Dickinson; and Clerk to the Board Carol Bowden.

**ADJOURNMENT**

At 11:53 a.m., Chairman Joe C. Daughtery adjourned the Meeting of the Wayne County Board of Commissioners.

Carol Bowden

Carol Bowden, Clerk to the Board

**NORTH CAROLINA**

**WAYNE COUNTY**

**RESOLUTION #2025-42: A RESOLUTION BY THE COUNTY OF WAYNE TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

**WHEREAS** Wayne County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids; and

**WHEREAS** the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF"), SAAF-2, and SAAF-3; and

**WHEREAS** Wayne County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA; and

**WHEREAS** section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a separate resolution that:

(i) indicates that it is an authorization for expenditure of opioid settlement funds; and,

(ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,

(iii) states the amount dedicated to each strategy for a specific period of time.

**NOW, THEREFORE BE IT RESOLVED,** in alignment with the NC MOA and SAAF, Wayne County authorizes the expenditure of opioid settlement funds as follows:

1. First strategy authorized
    a. Name of strategy: Recovery Support Services
    b. Strategy is included in Exhibit A.
    c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Number 3 (Exhibit A)
    d. Amount authorized for this strategy: $200,000
    e. Period of time during which expenditure may take place:
       Start date January 1, 2026, through End date June 30, 2027
    f. Description of the program, project, or activity: Wayne County is one of three counties that make up the 9th Judicial District. The District has operated an Accountability and Recovery Court for several years with federal grants and appropriations from the NC General Assembly. The Recovery Court is a post-arrest diversion program for criminal defendants that connects participants to addiction treatment, counseling, and a variety of community support services.

The district's recovery court is administered and overseen by the Lenoir County Health Department's Community Recovery Division. Wayne County and Lenoir County have entered into a Memorandum of Understanding whereby Wayne County will make a proportional contribution to the program to fund recovery support services for participants. The funds will be used to pay for case managers, program management software, substance abuse assessments, and substance abuse outpatient treatment.

g. Provider: Lenoir County Health Department, Community Recovery Division

The total dollar amount of Opioid Settlement Funds appropriated across the above-named and authorized strategies is $200,000.

Adopted this the 16th day of December, 2026.

Joe C. Daughtery, Chairman
Wayne County Board of Commissioners

ATTEST:

Carol Bowden, Clerk to the Board

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

# INTERLOCAL AGREEMENT
# FOR ADMINISTRATION OF THE ACCOUNTABILITY AND RECOVERY COURT FOR THE 9TH JUDICIAL DISTRICT

This INTERLOCAL AGREEMENT is entered into this ____ day of December, 2025 by and between **LENOIR COUNTY** and **WAYNE COUNTY** (referred to each individually as "Party" and collectively as "Parties") as of the Effective Date.

## WITNESSETH:

## ARTICLE 1

**Definitions**

Certain terms having specific definitions are used generally throughout this Agreement and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined general terms appearing in this Article are set forth in the Agreement in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the meaning shall be as used in the context of the sentence in which it appears and not necessarily as defined herein. The terms defined in this Article are used generally throughout the Agreement.

In addition to the defined terms appearing in this Article and used generally throughout this Agreement, some terms may be specific to a particular paragraph or provision of this Agreement rather than appearing in general use, and such terms may be embedded as capitalized terms to have the meaning defined therein.

Some terms or phrases may be emphasized by being shown in **boldfaced type**. In emphasizing a term or phrase, the defined meaning is not altered. Emphasis is used solely for the purpose of drawing particular attention to the individual word or phrase in the context that it is being used.

**1.1** **"Agreement"** – means and refers to this Interlocal Agreement for Administration of the Accountability and Recovery Court for the North Carolina 9th Judicial District.

**1.2** **"Effective Date"** – means and refers to the date appearing in the initial paragraph of this Agreement.

**1.3** **"Wayne County"** – means and refers for Wayne County, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina.

**1.4** **"Lenoir County"** – means and refers for Lenoir County, North Carolina, a body politic and corporate and political subdivision of the State of North Carolina.

**1.5** **"MOA"** – means and refers to "The Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation" and any supplemental agreements and/or amendments between Wayne County and the State of North Carolina that are subsequently entered into relative to the expenditures of the Opioid Settlement Funds, a process specifically contemplated by the MOA to conform to documents of the National Settlement Agreement. This includes the "Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation".

**1.6** **"National Settlement Agreement"** – means a national opioid settlement agreement with the State of North Carolina and the Local Governments (as defined by the MOA) and one or all of the Settling Defendants (as defined by the MOA) concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

**1.7** **"Opioid Settlement Funds"** – means all funds allocated by the National Settlement Agreement and Bankruptcy Resolutions (as defined by the MOA) to the State of Local Governments (as defined by the MOA) for the purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies, exclusive of costs of litigation, as contemplated by the MOA's definition of the same.

**1.8** **"Program"** – means and refers to the multi-county program described in this Agreement implemented within the geographical boundaries of the 9th Judicial District, the purpose of which is to administer the Family Accountability and Recovery Court and the Adult Accountability and Recovery Court.

**1.9** **"Program Services"** – means and refers to services provided by Lenoir County as part of the Program under this Agreement as described in "Attachment A" hereto.

## ARTICLE 2

## Recitals

The following recitals are incorporated herein as an integral part of this Agreement:

**2.1** Lenoir County and Wayne County have been awarded certain monies from the National Opioid Settlement Funds to be used to mitigate the harmful effects of opioids on individuals and families.

**2.2** Wayne County wishes to use a portion of the aforesaid monies to fund the 9th Judicial District's Accountability and Recovery Courts;

**2.3** The purpose of the Recovery Courts is to provide a post-arrest criminal justice diversion program that connect individuals to addiction treatment, recovery support, harm reduction services, primary healthcare, prevention, and other support services.

**2.4** The Parties will provide financial support in compliance with all applicable laws and memoranda of agreement and/or understanding, including any amendments thereto.

**2.5** The Program Services covered under this Agreement qualify under "Option A" strategies under the North Carolina Memorandum of Agreement Between the State of North Carolina and Local Government on Proceeds Relating to the Settlement of Opioid Litigation.

**2.6** The Parties have agreed on a budget for the Program, a copy of which is attached hereto, made a part hereof, and identified as "Attachment B".

**2.6** The Parties wish to enter into this Agreement pursuant to N.C. Gen. Stat. § 160A-461 in order to memorialize the obligations of the Parties.

**NOW, THEREFORE,** and in consideration of the mutual representations and commitments set forth in this Agreement, the Parties do hereby agree as follows.

## ARTICLE 3

## Lenoir County Commitments

**3.1** Program Funding Utilization: For as long as this Agreement is in effect, Lenoir County will utilize monies received to administer the Program.

**3.2** Provision of Services: As long as this Agreement is in effect, Lenoir County will provide Program Services in accordance with "Attachment A." The organization responsible for administering the Program shall be the Lenoir County Health Department.

**3.3** **Use of Funding**: Lenoir County will utilize funding for opioid remediation activities provided through this Agreement, as described and defined in Attachment 2 and MOA, specifically "Section E" and Exhibits A through F of the MOA (as applicable), and any updates or amendments thereto.

**3.4** **Separate Accounting**: To account for the funding described in this Agreement separately from any general fund maintained by Lenoir County. .

**3.5** **Maintenance of Records**: Lenoir County shall maintain and make available to the North Carolina State Auditor and/or the North Carolina State Department of Justice upon request all documents and financial records sufficient to establish compliance with the MOA, specifically "Section F", for a period of at least six (6) years after the last date on which County spends any Opioid Settlement Funds pursuant to the MOA. Such documents shall also be made available for inspection, copying, audit or evaluation by the County, or its retained independent certified public accountant, upon request during regular business hours of Lenoir County. Examples of such documents include, but are not limited to:

(a) Ledgers used to account for:

(1) the receipt of the funds and

(2) the disbursements from such payments to meet eligible expenses related to opioid remediation activities;

(b) Receipts of purchases made related to opioid remediation activities;

(c) Contracts and subcontracts entered into using the funds and all documents related to such contracts;

(d) All documentation supporting the performance outcomes of contracts or subcontracts;

(e) All internal and external email/electronic communications related to use of the funds; and

(f) All investigative files and inquiry reports involving the funds.

**3.6** **Reporting**: Lenoir County shall submit an annual financial report on or before July 29th of each year during the term of this Agreement, unless changed by the State of North Carolina. The annual financial report must include the information described in Exhibits E and F of the

MOA. Lenoir County shall also provide Wayne County with information necessary for Wayne County to complete its annual reporting related to the Program Services required under the MOA.

## ARTICLE 4

## Wayne County Commitments

4.1 **Funding for Program Services**: Wayne County shall provide support, including funding in the total amount for the Program as set forth in "Attachment B". Payments shall be made by Wayne County in one installment no later than January 31, 2026.

4.2 **Additional Funding**: If the provision of the Program Services exceeds the projected budget as outlined in "Attachment B," The Parties will enter into good faith negotiations to secure funding such that there is no interruption in the provision of Program Services, if feasible. The Parties shall review the budgeted expenses as compared to actual expenses on a quarterly basis to ensure that there is adequate funding to maintain uninterrupted Program Services during the term of this Agreement.

4.3 **Reporting:** Wayne County shall be responsible for any reporting required by the State of North Carolina under the MOA. Nothing within this Agreement shall be interpreted as relieving either party's reporting responsibilities under the MOA.

## ARTICLE 5

## No Requirement to Make Referrals

5.1 **No Inducement for Referrals**: Nothing in this Agreement is in any way intended or shall be construed as an inducement for the referral of any patients to Lenoir County Health Department or any of its affiliates or health centers by either of the Parties to this Agreement in which services are paid for by federal healthcare programs.

5.2 **Not Related to Volume or Value of Referrals**: Neither the eligibility of the Program Services nor the amount or nature of the Program Services was determined in a manner that takes into account the volume or value of referrals or other business generated between the Parties.

## ARTICLE 6

## Term and Termination

**6.1** **Term**: This Agreement shall begin on January 1, 2026, and remain in full force and effect until June 30, 2027.

**6.2** **Termination**: Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) days advance written notice.

## ARTICLE 7

## Compliance with the Law

**7.1** **Fraud & Abuse Laws and Regulations**: It is the intent of the Parties to conduct their relationship in full compliance with the applicable Federal and/or State laws prohibiting payments for referrals (hereinafter "Anti-Referral Laws") and federal and/or state laws prohibiting referrals to entities in which the Parties have a financial interest (hereinafter "Stark Laws"). The Parties agree that neither will intentionally conduct itself under the terms of this Agreement in a manner that poses a bona fide risk of violation of the Anti-Referral, Stark Laws, or any other Federal or State laws.

If legislation is passed, the effect of which would be to hinder either Party's ability to obtain reimbursement from Medicare, Medicaid or Tricare due to the existence of any such provision of this Agreement, then the parties shall negotiate in good faith to amend this Agreement to attempt to avoid such prohibition in a manner that complies with all applicable laws and regulations.

**7.2** **HIPAA Compliance**: The Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA)" and with the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164, the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transmissions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than permitted by HIPAA Requirements and the terms of this Agreement. The Parties agree to make internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the United States Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Requirements.

## ARTICLE 8

## Miscellaneous

8.1 **Jurisdiction and Venue**: This Agreement shall be construed and enforced under and in accordance with the laws of the State of North Carolina. Exclusive venue for resolution of disputes or any action, whether at law or in equity, shall be in Lenoir County or such other location as mutually agreeable to the Parties.

8.2 **Amendments**: This Agreement may be amended at any time by mutual written agreement of the Parties so long as such amendment complies with applicable federal and state laws and regulations. Any such amendment shall require the prior approval of experienced healthcare legal counsel that the amendment does not violate Federal or State laws or regulations.

8.3 **Invalidity or Unenforceability of Particular Provisions**: The invalidity or unenforceability of any particular provision of this Agreement, shall not affect the other provisions. This Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.4 **No Third Party Rights**: Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the parties hereto.

8.5 **Conflicts of Interest**: The Parties warrant that no person or entity has been employed or retained to secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee for the purpose of securing this Agreement.

8.6 **Non-Appropriation**: Performance under this Agreement is expressly contingent upon adequate funding as outlined in "Attachment B." In the event the provision of services under this Agreement exceeds the budgeted funds, neither party will be under any obligation to continue performance pursuant to this Agreement.

8.7 **Construction of Headings**: The captions or headings are for convenience only. They are not intended to limit or define the scope or effect of any provision of this Agreement.

8.8 **Notices**: Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by personal delivery, nationally recognized courier service or by registered or certified mail or national courier service (said notice being deemed given as of the date of receipt) at the following addresses:

| | |
|---|---|
| **Lenoir County:** | Lenoir County<br>Michael James, County Manager<br>P.O Box 3289<br>Kinston, NC 28502 |
| **Wayne County:** | Wayne County<br>Chip Crumpler, County Manager<br>P.O. Box 227<br>Goldsboro, NC 27533 |

A Party may change the address for such notice by giving written notice of such change of address to the other parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed in its name and on its behalf.

**LENOIR COUNTY**

By:______________________________

Title: ______________________________

Date: ______________________________

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

______________________________

Lenoir County Finance Officer

**WAYNE COUNTY**

By: Joe Daughtery

Title: Chairman

Date: 12-16-2025

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

Angela G Boswell
Wayne County Finance Officer

# ATTACHMENT A
# PROGRAM SERVICES

**The following services may be provided pursuant to this Agreement; however, such services, when provided, shall be provided in a manner and frequency in Lenoir County Health Department's and its designees' sole discretion.**

**Goal:** Operate a Family Accountability and Recovery Court (FARC) and Adult Accountability and Recovery Court (AARC) within the 9th Judicial District to serve the residents of Greene, Lenoir, and Wayne Counties. Both FARC and AARC are judicially managed court programs that are dedicated to improving community safety and rebuilding families by addressing addiction through treatment and accountability.

Each court provides case management services for referrals and participants of the recovery courts and requires participants to engage in Substance Use Disorder/Mental Health treatment, weekly random drug screens, bi-weekly court appearances and other recovery support services.

FARC and AARC Case Coordinators will:

- Coordinate all activities for the Family and Adult Accountability and Recovery Court programs
- Work with a caseload of participants; receive participant referrals, and coordinate referrals for assessments and other services
- Conduct intake interviews and maintain reporting databases
- Assist with random drug screening of potential and current participants and coordinate confirmation testing
- Coordinate the services of all parties involved with the program
- Network with multiple agencies to accomplish the goals of the program.

# ATTACHMENT B
# PROGRAM BUDGET INCLUDING
# FUNDING ALLOCATION BY THE PARTIES

**Wayne County** agrees to contribute to the overall costs of the Family Accountability and Recovery Court Program and Adult Accountability and Recovery Court Program within the 9th Judicial District. Wayne County's contribution to the program shall be calculated based upon the Wayne County's population in relation to the three counties making up the 9th Judicial District (Wayne, Greene, Lenoir Counties) as well as participation rates. Wayne County's allocation will be $200,000.

The Lenoir County Health Department will build the annual budget presented to the Lenoir County Board of Commissioners for adoption and provide Wayne County with the recommended budget as well as the Wayne County apportionment of cost. This funding arrangement will be reviewed annually to reflect any changes in programmatic needs.

FARC Case Coordinator, Salary and Benefits, $90,000
AARC Case Coordinator, Salary and Benefits, $90,000
FARC DIMS Data Collection Software, $2,500
AARC DIMS Data Collection Software, $2,500
AARC Risk and Needs Triage Software, $1,200
Substance Abuse Assessments not covered by Medicaid or other insurance, $5,250
Participant Transportation Services, $6,300.00
Substance Abuse Intensive Outpatient Treatment, $2,250

**NORTH CAROLINA**

**WAYNE COUNTY**

**NORTH CAROLINA RAILROAD COMPANY**

**AND**

**TEAM FOODS USA, INC.**

**AND**

**COUNTY OF WAYNE, NORTH CAROLINA**

## DEFINITIVE PROJECT INVESTMENT AGREEMENT

This DEFINITIVE PROJECT INVESTMENT AGREEMENT ("Agreement"), effective as of the ____ day of 02-nov.-2025 | 9:56 AM SAPST, 20____, by and between the **County of Wayne, North Carolina** (hereinafter "Government Entity"), **Alianza Team, Inc. (d/b/a Team Foods USA, Inc.)** (hereinafter "Company") and the **North Carolina Railroad Company** (hereinafter "NCRR"). All parties hereto are collectively referred to as the "Parties".

## RECITALS

WHEREAS, the Government Entity desires to stimulate and develop the local economy of its region, alleviate the problems of unemployment and underemployment by creating and/or retaining jobs for its citizens, and develop its local tax base; and

WHEREAS, NCRR created the "NCRR Invests" program to partner with industries and local and state governments to facilitate industrial rail projects in North Carolina that result in job creation, capital investment, and rail use in counties throughout the State; and

WHEREAS, the Company has chosen to establish a new manufacturing facility at Gateway Drive, Goldsboro, North Carolina ("Facility"); and

WHEREAS, the Company requires a rail yard and spur on its property to support regular operations that will be essential for the inbound delivery of raw materials and the outbound shipment of finished goods to customers ("Rail Project") as is necessary for Norfolk Southern ("Railroad") to serve the Facility. The preliminary estimate for labor and materials to construct the Rail Project to be completed by the Government Entity or other parties is **$1,900,000**; and

IM

WHEREAS, as part of the "NCRR Invests" program, NCRR has agreed to reimburse the Government Entity up to **$300,000** for the actual, documented costs incurred for the labor and materials to construct the Rail Project ("NCRR Investment"); and

WHEREAS, the Government Entity, Company, and NCRR now desire to enter into this Agreement setting forth the business terms and conditions for the NCRR Investment.

NOW THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**1. TERM AND COMPLIANCE DEADLINE.**

The term of this Agreement shall begin on the ____ day of 02-nov.-2025 | 9:56 AM SAPST, 20____, (the date of full execution; hereinafter the "Commencement Date") and shall end on December 31, 2030 ("Expiration Date") unless sooner terminated as set forth herein. The deadline for the Company to meet the Company Performance Requirements, set forth in Section 6 hereof, shall be August 31, 2030 ("Compliance Date").

**2. RAIL PROJECT DESCRIPTION; USE OF NCRR INVESTMENT.**

The Rail Project shall consist of the construction of the Rail Project, including land preparation, track work (ballast, ties, rail-turnouts, and engineering), drainage, signal work, and any other incidental work associated with the construction needed for a Railroad to serve the Facility. Unless otherwise agreed, all Rail Project costs over the NCRR Investment shall be borne by the Company, Government Entity, or other parties. Only costs for labor and materials associated with construction are eligible for reimbursement under this Agreement ("eligible costs"). Moreover, no portion of the NCRR Investment shall be used to pay for administrative costs above the level of manager, rail construction oversight costs, or overhead fees.

**3. RAIL PROJECT ESTIMATE AND REIMBURSEMENT TO GOVERNMENT ENTITY.**

A. Rail Project concept estimate. The Rail Project conceptual and corresponding budget are attached hereto as Exhibit A. Within thirty (30) days of execution of this Agreement, and only if the Rail Project is altered from Exhibit A, the Government Entity (or, where appropriate, the Company) shall cause to be provided to NCRR (1) an updated estimate and specifications and (2) a current NCRR Invests Rail Project Budget which delineates the sources and uses of funds. Any updated estimate and specifications covered by this Paragraph are subject to the review of NCRR Engineering prior to construction. Within five (5) days of execution of this Agreement or within five (5) days of execution of a construction agreement, whichever is later, the Government Entity (or, where appropriate, the Company) shall ensure NCRR has a copy of the signed construction agreement for the Rail



IM

Project. Prior to requesting any payment from NCRR as set forth in Section 3(B) below, the Government Entity (or, where appropriate, the Company) shall confirm NCRR has received signed, sealed construction plans, a construction schedule, specifications, and a final, detailed engineering Rail Project estimate. All are subject to the review of NCRR Engineering.

B. Reimbursement shall be pursuant to the following procedures:

i. Invoicing. The Government Entity shall cause invoices for eligible costs to be submitted to NCRR for progress payments and/or a final payment at intervals no more frequently than thirty (30) days with the amounts based on actual costs of work completed. Supporting documentation for paid invoices showing actual, eligible costs for the Rail Project shall be in the form described in Section 3(B)(iv) of this Agreement. NCRR reimbursement of the actual, documented eligible costs submitted with each paid invoice may also be subject to on-site inspection by NCRR Engineering. NCRR payment to the Government Entity will be made within sixty (60) days of receipt of the copies of paid invoices for eligible costs associated with the activities described in Section 2. The payment schedule set forth in this section may be modified only upon approval of NCRR.

ii. Deadline After Completion. The Government Entity shall cause to be submitted all paid invoices for eligible costs not previously submitted, together with the supporting documentation, as required by Section 3(B)(iv) of this Agreement, for the Rail Project by no later than one hundred eighty (180) days after completion and acceptance of the work by the NCRR.

iii. Record Keeping. The Government Entity shall retain all books, documents, papers, accounting records, and such other evidence as may be appropriate to substantiate actual eligible costs, including but not limited to any forms supplied by NCRR, incurred under this Agreement, including, without limitation, receipts, vouchers, invoices, waivers of mechanic's and materialmen's liens by contractors and subcontractors, and certificates of the contractors. The Government Entity shall make such materials available at its office at all reasonable times during the construction period, and for three (3) years from the date of final payment for the Rail Project under this Agreement, for inspection and audit by NCRR at reasonable times during normal working hours at the location where such records are normally maintained by the Government Entity. This provision shall survive the expiration or earlier termination of this Agreement.

## 4. OWNERSHIP.

The Company shall own the Rail Project upon completion.

## 5. MAINTENANCE, OPERATION, LIABILITY AND INSURANCE.



IM

The maintenance, operation, liability and insurance requirements for the Rail Project shall be set forth in a separate agreement(s) to be entered into between or among Railroad, the Company, and/or any other necessary parties. Within five (5) days of the execution of such agreement(s), the Government Entity shall cause to be provided a fully executed copy of the agreement(s) to NCRR, subject to confidentiality or other concerns.

**6. COMPANY PERFORMANCE REQUIREMENTS.**

The Company's performance requirements include the following:

A. Job Creation – The Company shall create a minimum of 15 new, full-time jobs at the Facility (which represents 90% of the Company's job creation goal of 17 new full-time jobs) by the Compliance Date. As used in this Agreement, a "full-time job" shall mean a position that requires at least 1,600 hours of work per year and is intended to be held by one employee during the entire year, as defined by North Carolina General Statute § 105-129.81(11). A "new, full-time job" shall mean a full-time job that represents a net increase in the number of full-time employees in the Company. For purposes of this Agreement, the parties agree that the baseline number of full-time employees of the Company in North Carolina on the Commencement Date (at its existing Durham location) was six (6) full-time jobs ("Baseline Employment"). The company shall maintain its Baseline Employment such that the number of full-time jobs of the Company in North Carolina as of the Compliance Date shall be twenty-one (21) jobs.

B. Average Annual Wage – The total number of new, full-time jobs created as described in Section 6(A)(i) above shall pay a minimum average annual wage of **$45,376.20** (which represents 90% of the Company's commitment to pay an average annual wage of **$50,418**) by the Compliance Date.

C. Capital Investment – After the Commencement Date, the Company shall invest or cause to be invested a minimum of **$29,700,000** (which represents 90% of the Company's commitment to invest **$33,000,000**) in the Facility by the Compliance Date. As used in this Agreement, "capital investment" by the Company shall mean taxable, private investment by the Company in Business Property and Real Property in Goldsboro, Wayne County. Business Property is defined as tangible personal property that is used in a business and capitalized by the taxpayer for tax purposes. Real Property is defined as land; or building, structures, or permanent fixtures to land.

D. Rail Use – The Company shall commence active use of the Rail Project by August 31, 2028 ("Rail Use Date"). The Company shall use the Rail Project to receive and/or distribute a minimum of 350 rail cars over any 12-month period for the Facility by the Compliance Date.



IM

E. Determination of Compliance. Whether the Company has fully complied with these Company Performance Requirements shall be determined by the compliance reports and letters that the Company shall submit to the NCRR Economic Development Department on or before the Expiration Date.

## 7. COMPANY COMPLIANCE REPORTING REQUIREMENTS.

The Company shall demonstrate compliance with the minimum performance standards set forth in Section 6 above by submitting the following compliance reports and letters to the NCRR Director of Economic Development.

A. Demonstration of Job Creation, Average Annual Wage and Capital Investment. On or before the Expiration Date, the Company shall submit copies of the reports required by the North Carolina Department of Commerce IDF Utility Grant or other relevant compliance reports confirming the Company has met the minimum requirements for:

a. Job Creation set forth in Section 6(A);
b. Average Annual Wage set forth in Section 6(B); and
c. Capital Investment set forth in Section 6(C).

B. Demonstration of Required Rail Service, Use, and Minimum Shipments.

i. Rail Service and Use set forth in Section 6(D) – Within three (3) months of the Rail Use Date, the Company shall submit to NCRR a copy of a letter confirming;

a. The existence of an executed commercial agreement for rail service between Norfolk Southern and the Company; and
b. The date the Rail Project is placed into service.

ii. Minimum Rail Car Shipments set forth in Section 6(D) – On or before the Expiration Date, the Company shall submit a copy of a letter from Norfolk Southern confirming a minimum of 350 active rail car deliveries and/or distributions to or from the Facility over any 12-month period, or a reasonable pro rata portion thereof, by the Compliance Date.

## 8. GOVERNMENT ENTITY REQUIREMENTS AND OBLIGATION TO REPAY.

A. NCRR Reimbursement. If the Company fails to meet any of the Company Performance Requirements for job creation, average annual wage, capital investment or rail use as set forth below in Section 6(A)(i) -(iv), the Government Entity shall, if required by NCRR in NCRR's sole discretion, reimburse the NCRR Investment in an amount up to one hundred percent (100%) of the total funds previously disbursed by NCRR to the Government Entity.



IM

B. Government Entity Acknowledgment. The Government Entity acknowledges that failure of the Company to meet the performance and/or reporting requirements set forth herein may result in a repayment obligation being imposed on the Government Entity. The Government Entity further acknowledges that no provision in this agreement addresses any obligation of the Company to the Government Entity with regard to any such repayment.

C. NCRR Reimbursement Deadline. If NCRR demands repayment from the Government Entity under this section for failure of the Company to meet any of the performance and/or reporting requirements described above, then the Government Entity shall reimburse NCRR within sixty (60) days of receiving a written notification of demand from NCRR. This provision expressly survives the Expiration Date.

**9. TERMINATION AND MODIFICATIONS.**

A. Governmental Entity Failure. Failure on the part of the Government Entity to comply substantially with any of the material provisions of this Agreement will be grounds for NCRR to withdraw participation in this Agreement. However, should NCRR withdraw its participation under any provision of this Agreement, it shall reimburse the Government Entity, within sixty (60) days of receipt of a paid invoice, the actual eligible costs incurred for the work performed on the Rail Project prior to issuance of written notification of withdrawal of participation.

B. Company Failure. Failure on the part of the Company to comply substantially with any of the material provisions of this Agreement will be grounds for NCRR to withdraw participation in this Agreement and to seek reimbursement from the Government Entity pursuant to the terms of this Agreement.

C. No Physical Construction. If physical construction of the Rail Project (actual land-disturbing activities) has not begun by the Rail Use Date, this Agreement terminates automatically as of the Rail Use Date.

D. *Force Majeure*. The completion of the work for the Rail Project covered by this Agreement shall be pursued as expeditiously as possible. If the work for the Rail Project specified in this Agreement is unable to be completed due to a condition of *force majeure* or other conditions beyond the reasonable control of the Government Entity or the Company, then the Government Entity and the Company will diligently pursue completion of the Rail Project once said condition or conditions are no longer in effect.

E. Modification Request. If unforeseen calamity, an Act of God, financial disaster, a condition of *force majeure* or other conditions beyond the reasonable control of the Company is the cause of the Company's failure to meet its Company Performance



IM

Requirements as set forth in Section 6(A) above, then the Government Entity and the Company may request an extraordinary modification of this Agreement from NCRR, including an extension of the term of this Agreement. The Parties agree that any decision to allow such modification shall be in the sole discretion of NCRR. Any modifications to the Company Performance Requirements or the obligation to repay provisions set forth herein may only be modified by the signed written agreement of NCRR, the Government Entity and the Company.

**10. NOTICES.**

Any notice, request, or other communication among the Parties shall be delivered in writing, sent by first-class mail, overnight courier, and/or electronic transmission and shall be deemed given upon actual receipt by the addressee. Notice shall be addressed as follows:

If to Government Entity, use:
Wayne County Courthouse
224 E Walnut Street
Goldsboro, NC 27530

If to Company, use:
Team Foods, USA
6 Davis Drive
Durham, North Carolina 27709

If to NCRR, use:
North Carolina Railroad Company
2809 Highwoods Boulevard
Raleigh, North Carolina 27604-1640
ATTN: Economic Development

**11. MISCELLANEOUS.**

A. Failure to Require Performance. Failure of the Government Entity, Company or NCRR at any time to require performance of any term or provision of this Agreement shall in no manner affect the rights of the Parties at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein.

B. Conflict of Laws and Venue. This Agreement constitutes a legally enforceable contract and shall be governed and construed in accordance with the laws of the State of North Carolina. The Parties agree and submit, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agree that the only venue for any legal proceedings shall be Wake



IM

County, North Carolina. The Parties further expressly waive any objection based on forum *non-conveniens* or any objection to the venue of any such action.

C. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.

D. If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.

E. This Agreement and each Party's rights and obligations hereunder shall not be assignable or delegable, in whole or in part, by any Party without the written consent of the other Parties.

**[Remainder of Page Intentionally Left Blank – Signature Page Follows]**



IM

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Government Entity and NCRR by authority duly given.

**GOVERNMENT ENTITY**
County of Wayne, North Carolina

By: ______________________
Name: JOE C. DAUGHTERY
Title: CHAIRMAN

**COMPANY**
Team Foods USA, Inc.

By: ______________________
Name: Juan Sebastian Niño Romero
Title: Director - Secretary

**NCRR**
North Carolina Railroad Company

By: ______________________
Name: Patricia Haver
Title: CCO

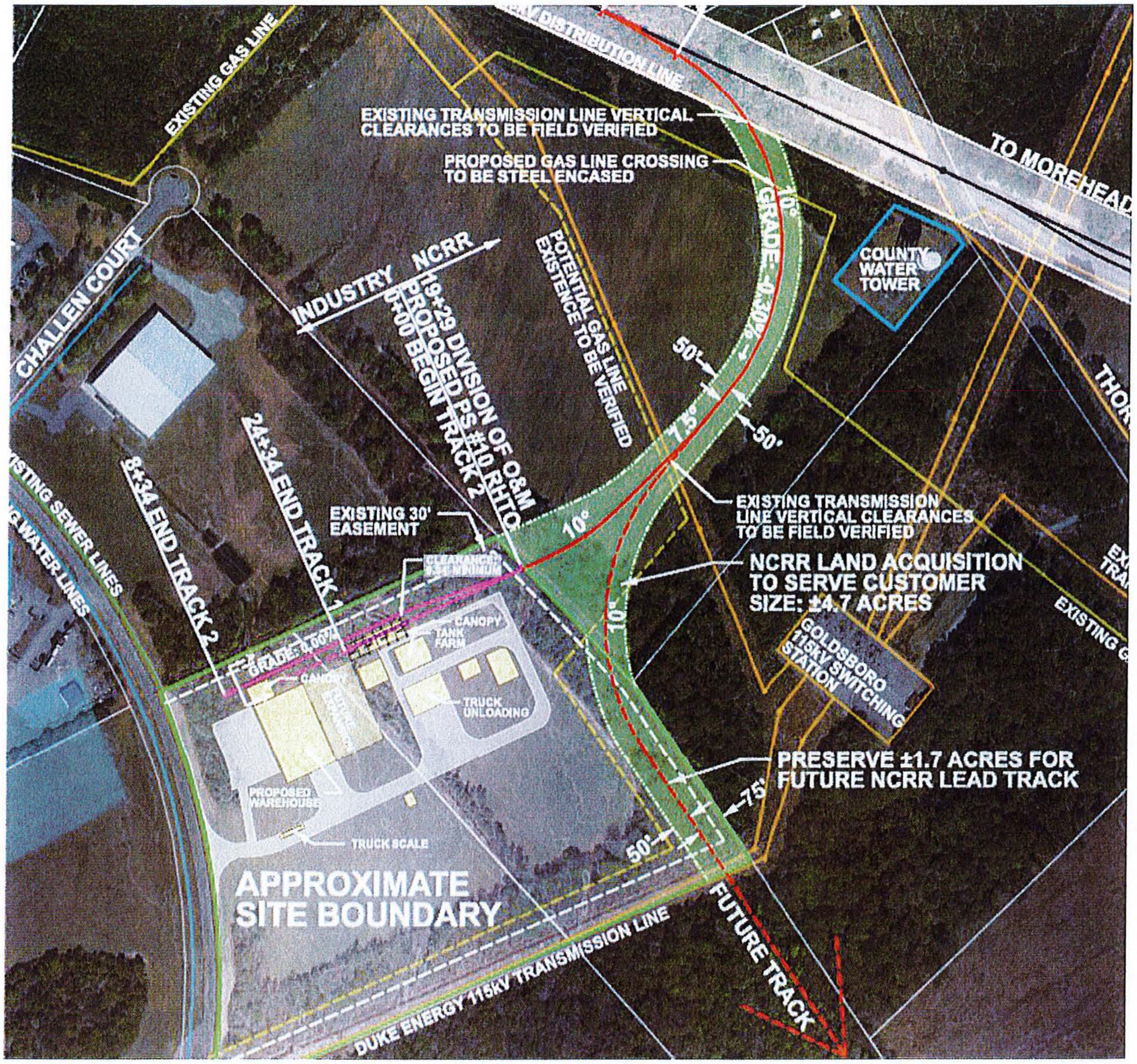
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

Angela G. Boswell



IM

**Exhibit A**
**Preliminary Rail Project Conceptual and Estimate**



| Order | Task | Budget |
|---|---|---|
| Task 1 | Project Management & Coordination | $118,101.77 |
| Task 2A | Mobilization | $53,650.00 |
| Task 3 | Grading & Roadbed Construction | $437,369.16 |
| Task 4A | Track Construction | $296,446.87 |
| Task 4B | Track Materials Supplied by NCRR | $241,016.00 |
| Task 5 | 1-Year Proof Bond* | TBD |
| Task 6 | Railroad Safety/Compliance Devices | TBD |
| Task 7 | Change Orders | TBD |
| | Contingency (20%) | $239,316.76 |
| | | **$1,435,900.56*** |

*Final total to be determined

docusign

## Certificado de finalización

Identificador del sobre: 0FA43103-CF27-4222-B7F6-BCA2D1DE0907

Estado: Completado

Asunto: Complete with Docusign: NCRR Invests Agreement - Grant US$300,000

Sobre de origen:

Páginas del documento: 12

Firmas: 4

Páginas del certificado: 4

Iniciales: 11

Firma guiada: Activado

Sello del identificador del sobre: Activado

Zona horaria: (UTC-05:00) Bogotá, Lima, Quito, Rio Branco

Autor del sobre:
Santiago Lizarralde Mendez
Carrera 11 # 84-09 Bogotá, Colombia. Edificio Torre Amadeus, Piso 4
Bogotá, Cundinamarca -
santiago.lizarralde@alianzateam.com
Dirección IP: 186.28.197.92

## Seguimiento de registro

Estado: Original
23/10/2025 14:52:55

Titular: Santiago Lizarralde Mendez
santiago.lizarralde@alianzateam.com

Ubicación: DocuSign

| Eventos de firmante | Firma | Fecha y hora |
|---|---|---|
| Luis Alfredo Diaz<br>ldiaz@alianzateam.com<br>Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)<br><br>**Divulgación de firma y Registro electrónicos:**<br>Aceptado: 17/09/2025 12:21:24<br>ID: fa4f5dfe-334e-41cd-aacc-b1e272f60b4d | Luis Alfredo Diaz<br><br>Adopción de firma: Estilo preseleccionado<br>Utilizando dirección IP: 190.216.195.171<br>Firmado con un dispositivo móvil | Enviado: 23/10/2025 15:02:37<br>Visto: 23/10/2025 15:13:12<br>Firmado: 23/10/2025 15:14:16 |
| Rafael Ignacio Piedrahita Montoya<br>rpiedrahita@alianzateam.com<br>Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)<br><br>**Divulgación de firma y Registro electrónicos:**<br>Aceptado: 23/01/2025 23:13:06<br>ID: 91bff45d-4e2b-474a-b1e1-2ada8e3336e4 | Rafael Ignacio Piedrahita Montoya<br><br>Adopción de firma: Estilo preseleccionado<br>Utilizando dirección IP: 2800:e2:f80:2013:e04f:163:e563:f1bc<br>Firmado con un dispositivo móvil | Enviado: 23/10/2025 15:02:37<br>Reenviado: 24/10/2025 9:53:15<br>Visto: 24/10/2025 9:55:50<br>Firmado: 24/10/2025 9:56:02 |
| Santiago Lizarralde Méndez<br>santiago.lizarralde@alianzateam.com<br>Director Legal<br>Team Foods Colombia S.A.<br>Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)<br><br>**Divulgación de firma y Registro electrónicos:**<br>Aceptado: 07/04/2025 10:05:53<br>ID: 2f9e283a-94dc-4ec3-9d3f-50da7b7adbae | Santiago Lizarralde Méndez<br><br>Adopción de firma: Estilo preseleccionado<br>Utilizando dirección IP: 186.28.197.92 | Enviado: 23/10/2025 15:02:36<br>Visto: 23/10/2025 15:03:06<br>Firmado: 23/10/2025 15:03:57 |
| Juan Sebastian Niño Romero<br>jnino@alianzateam.com<br>Secretary<br>Team Foods Colombia S.A.<br>Nivel de seguridad: Correo electrónico, Autenticación de cuenta (ninguna)<br><br>**Divulgación de firma y Registro electrónicos:** | Adopción de firma: Imagen de firma cargada<br>Utilizando dirección IP: 190.60.35.25<br>Firmado con un dispositivo móvil | Enviado: 24/10/2025 9:56:04<br>Reenviado: 28/10/2025 11:06:16<br>Visto: 02/11/2025 9:56:02<br>Firmado: 02/11/2025 9:56:19 |

| **Eventos de firmante** | **Firma** | **Fecha y hora** |
|---|---|---|
| Aceptado: 16/06/2025 9:22:10<br>ID: ea49452d-b972-43e4-bccf-b32f8dc899aa | | |

| **Eventos de firmante en persona** | **Firma** | **Fecha y hora** |
|---|---|---|

| **Eventos de entrega al editor** | **Estado** | **Fecha y hora** |
|---|---|---|

| **Eventos de entrega al agente** | **Estado** | **Fecha y hora** |
|---|---|---|

| **Eventos de entrega al intermediario** | **Estado** | **Fecha y hora** |
|---|---|---|

| **Eventos de entrega certificada** | **Estado** | **Fecha y hora** |
|---|---|---|

| **Eventos de copia de carbón** | **Estado** | **Fecha y hora** |
|---|---|---|

| **Eventos del testigo** | **Firma** | **Fecha y hora** |
|---|---|---|

| **Eventos de notario** | **Firma** | **Fecha y hora** |
|---|---|---|

| **Resumen de eventos del sobre** | **Estado** | **Marcas de tiempo** |
|---|---|---|
| Sobre enviado | Con hash/cifrado | 23/10/2025 15:02:37 |
| Certificado entregado | Seguridad comprobada | 02/11/2025 9:56:02 |
| Firma completada | Seguridad comprobada | 02/11/2025 9:56:19 |
| Completado | Seguridad comprobada | 02/11/2025 9:56:19 |

| **Eventos del pago** | **Estado** | **Marcas de tiempo** |
|---|---|---|

**Divulgación de firma y Registro electrónicos**

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Davinci Tech OBO Team Foods [Standard] (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Davinci Tech OBO Team Foods [Standard]:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: gretta.martinez@alianzateam.com

**To advise Davinci Tech OBO Team Foods [Standard] of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at gretta.martinez@alianzateam.com and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Davinci Tech OBO Team Foods [Standard]**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to gretta.martinez@alianzateam.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Davinci Tech OBO Team Foods [Standard]**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to gretta.martinez@alianzateam.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Davinci Tech OBO Team Foods [Standard] as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Davinci Tech OBO Team Foods [Standard] during the course of your relationship with Davinci Tech OBO Team Foods [Standard].

# GRANT PERFORMANCE AGREEMENT
## (Definitive Project Investment Agreement)

This **Grant Performance Agreement** ("Agreement") is made to be effective _________ (the "Effective Date"), by and among Wayne County, a political subdivision of the State of North Carolina and hereinafter referred to as the "Grantee," and Alianza Team, Inc. (d/b/a Team Foods USA, Inc.), hereinafter referred to as the "Company."

## RECITALS:

1. The North Carolina Railroad Company, hereinafter referred to as the "NCRR," created the "NCRR Invests" program to partner with industries and local and state governments to facilitate industrial rail projects in North Carolina (the "State") that result in job creation, capital investment, and rail use in counties through the State.

2. NCRR has approved a grant pursuant to NCRR Invests program to the Grantee for the benefit of the Project (as defined in Section 3.0 hereof) to be acquired, constructed, and/or equipped by the Company on certain real property located at 505 Gateway Drive, Goldsboro NC 27534 (Lot 9A-R, Plat Cabinet Q, Slide 23-F of the Wayne County Registry (the "Property").

3. The Company will construct a railroad track on the Property (the "Project").

4. NCRR, the Grantee, and the Company have entered into a Definitive Project Investment Agreement dated November 2, 2025 (the Project Agreement"), pursuant to which and subject to the conditions and provisions thereof, NCRR has agreed to provide the Grant (as defined below) to the Grantee for ultimate reimbursement to the Company.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above parties do hereby agree as follows:

1.0 <u>Agreement</u>. The parties recognize that this Agreement is based on the Project Agreement grant award being made by NCRR to the Grantee in an amount not to exceed Three Hundred Thousand and No/100 Dollars ($300,000.00) for the purpose identified in Section 2.0 herein (the "Grant").

2.0 <u>Use of Grant Funds.</u> The Grantee will use the Grant award to reimburse the Company for costs of construction of the Project (the "Assistance") in accordance with the terms of the Grant Agreement. Funds will be disbursed to the Company through submission of invoices and proof of payment to the Grantee. The Grantee will disburse the Grant funds to the Company as reimbursement for qualifying expenses upon receipt of a request for payment by the Company within 20 days from receipt provided that a complete package of invoices and evidence of payment is submitted.

3.0 <u>Minimum Requirements.</u> The Company has agreed (i) to make and create, or cause to be made and created certain investments and jobs as outlined in the Project Agreement, (ii) to commence active use of the Project as outlined in the Project Agreement, and (iii) to fulfill other obligations related to the Grant as outlined in the Project Agreement (collectively, the "Requirements").

4.0 **Repayment Obligations.** Failure by the Company to satisfy the Requirements may result in repayment by the Company to the Grantee of all or a portion of the Grant funds received from the Grantee according to a formula or in an amount to be determined in the reasonable discretion of the County or NCRR, but which amount shall not exceed the amount of Grant the Company has actually received and only to the extent Grantee is required to repay the Grant funds to NCRR pursuant to the Project Agreement. Grantee shall give written notice to the Company in case Grantee is required to repay Grant funds to NCRR as a result of the Company's failure to meet the Requirements and the Company shall, within 30 days of receipt of such notice, make payment to the Grantee. NCRR is an intended third-party beneficiary of this Agreement and the Grant Agreement.

5.0 **Default.** Upon default by the Company to repay the Grant as provided herein, the Grantee and/or North Carolina Railroad Company may employ attorneys to enforce their rights and remedies under this Agreement and the Grant Agreement, and the Company agrees to pay their reasonable attorneys' fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Grantee and NCRR shall be cumulative and may be pursued singly, successively or together against the Company, the Property, or any other funds, property or security held by the Company for payment or security, in the sole discretion of the Grantee and NCRR. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

6.0 **Governing Law and Jurisdiction.** This Agreement, any dispute, claim, or controversy relating to this Agreement, and all of the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of North Carolina, except its choice of law rules. By executing this Agreement, the Company also agrees to submit to the jurisdiction of the courts of the State of North Carolina for all matters arising hereunder.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be fully executed by their authorized representation under seal to be effective as of the date first written above.


GRANTEE:

WAYNE COUNTY

By: ______________________
Its: Chief Elected Official

*[signatures continue on next page]*

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

Angela G Boswell

COMPANY:

ALIANZA TEAM, INC.
D/B/A TEAM FOODS USA, INC.

By: ______________________
Its: ______________________

**Work Authorization #17**
**Wayne Executive Jetport (GWW)**
**Wayne County, North Carolina**
**Taxiway & Taxilane Improvements (CATEX)**
**November 20, 2025**

**WBS Number: TBD**
**Project Request Number: 6023**

**CONTRACT FOR PROFESSIONAL SERVICES**
**Dated: April 21, 2021**
(Expiration: April 21, 2026)

## I. PROJECT DESCRIPTION

Wayne County (OWNER) wishes to proceed with reconstruction and rehabilitation of various airfield pavement, as well as construction of proposed bypass taxiways as shown on the attached Pavement Improvements Projects exhibit. It is anticipated that a Categorical Exclusion (CATEX) will be issued for the project and will be prepared in accordance with FAA Order 1050.1G Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Environmental Desk Reference for Airport Actions. OWNER would like W.K. Dickson & Co., LLC d/b/a Ardurra Group North Carolina (ENGINEER) to assist with these services.

Project areas are shown on the attached Exhibit 1 and generally consist of the following elements:

1. T-Hangar Taxilane Reconstruction and Rehabilitation
2. Taxiway Rehabilitation
3. Proposed Bypass Taxiways
4. Taxiway Removal

Grant administration services have been excluded from this work authorization. It is anticipated that these services will be included with design and bidding services in a future amendment and combined in one grant.

The below scope of services outlines Categorical Exclusion (CATEX) services to be provided by ENGINEER to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

## SCOPE OF SERVICES

### Basic Services

The ENGINEER will provide the Basic Services listed below and in accordance with Section I of the General Provisions of the Contract for Professional Services, April 21, 2021.

1. **Categorical Exclusion (CATEX):** Categorical Exclusion (CATEX) services shall generally consist of the following items to achieve NEPA compliance:

    a. Project management.

b. Interagency scoping will be conducted to notify agencies of the proposed work to assess anticipated impacts of specific resources. Scoping efforts include and are not limited to notification to the State Environmental Review Clearinghouse, US Army Corps of Engineers and US Fish and Wildlife Service. It is assumed that a site visit will not be required to assess potential impacts to biological and aquatic resources including Waters and wetlands of the U.S (WOTUS).

c. Prepare CATEX: It is anticipated that a Documented Categorical Exclusion will be issued for the project and will be prepared in accordance with FAA Order 1050.1G Environmental Impacts: Policies and Procedures, FAA Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Environmental Desk Reference for Airport Actions. Documentation will conform with the version of the form provided by FAA with ARP SOP No 5.2 (effective date March 31, 2025). This task includes response to agency comments.

d. Once the CATEX document has been completed, it will be submitted to the North Carolina Division of Aviation (NCDOA) for review and approval.

e. Based on existing knowledge of the site, it is not anticipated that environmental determinations, a protected species survey or other formal regulatory agency coordination will be required. These items and any other item not listed above are excluded from this task.

**DELIVERABLES**

The ENGINEER will provide the following project deliverables to the OWNER and NCDOA:

1. PDF copy of CATEX document with NCDOA approval

**SCHEDULE**

Estimated duration to complete the above noted scope of services is approximately 60 calendar days, not including agency review time

**BUDGET**

Program budget, reflecting the fee schedule below, is included as Attachment 'B'.

**FEE SCHEDULE**

The above services shall be provided and billed according to the below Fee Schedule:

Basic Services

| | | |
|---|---|---|
| Categorical Exclusion (CATEX) | Lump Sum | $9,856 |

The total fee of all work is in the amount of **$9,856** and is summarized in Attachment 'A'. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

All other provisions of the Contract for Professional Services dated April 21, 2021 shall remain in full force and effect and unmodified other than as noted herein.

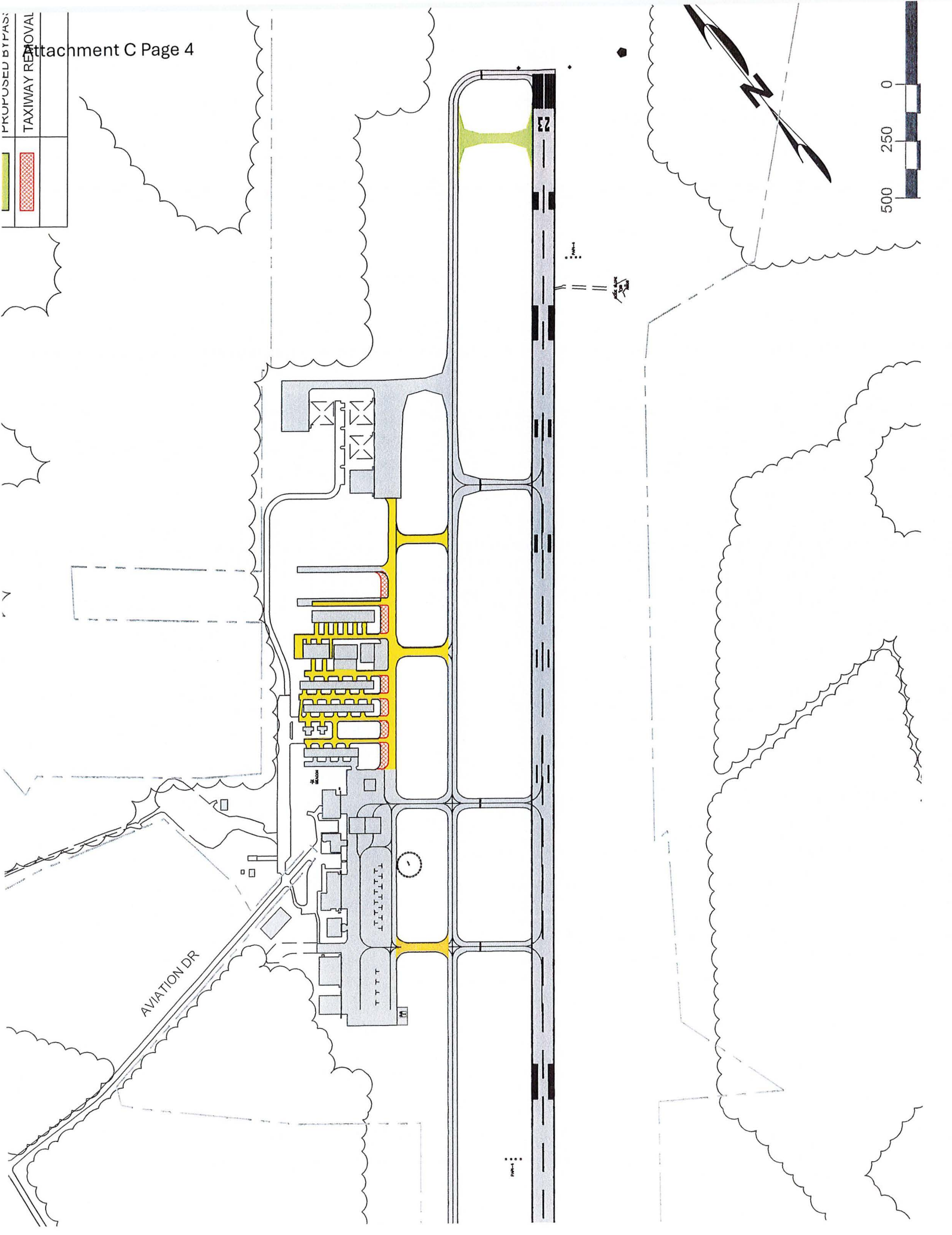
| **Requested By:** | | **Accepted By:** | |
|---|---|---|---|
| **Wayne Executive Jetport** | | **WK Dickson & Co., LLC d/b/a Ardurra Group North Carolina** | |
| By: | Ginger Moore | By: | |
| Typed Name: | Ginger Moore | Typed Name: | |
| Title: | Assistant County Manager | Title: | |
| Date: | 12/16/25 | Date: | |

This disbursement has been approved as required by The Local Government Budget and Fiscal Control Act.

| | |
|---|---|
| By: | Angela G Boswell |
| Typed Name: | Angela G Boswell |
| Title: | Finance Director |
| Date: | 12/16/25 |

**ATTACHMENTS:**

Pavement Improvements Projects Exhibit
A: Manhour Summary and Direct Expenses
B: Program Budget


TAXIWAY REMOVAL
23
0
250
500
AVIATION DR

| PROJECT DESCRIPTION: GWW: WA#17 - Taxiway & Taxilane Improvements CATEX | DATE PREPARED: 11/20/25 | AVIATION NUMBER: |
|---|---|---|
| PREPARED BY: Jamie Peck / Ardurra | TIP NUMBER: | WBS NUMBER: |

| TASK NUMBER | PHASE AND TASK DESCRIPTION | Employee Classifications | | | | | | | SUB TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| | | Principal | Senior Project Manager | Project Manager | Senior Project Engineer | Project Engineer | Senior Designer | Admin. | |
| | **Basic Services** | | | | | | | | |
| | **1. Categorical Exclusion (CATEX)** | | | | | | | | |
| a. | Project Management | 1 | | 4 | | | | 2 | **7** |
| b. | Agency Coordination & Scoping | | | 4 | | | 1 | | **5** |
| c. | CATEX Analysis & Document Preparation | | | 2 | | | 36 | | **38** |
| d. | Review and Approval | | | 2 | | | | | **2** |
| | | | | | | | | | |
| | **Task Subtotals** | **1** | **0** | **12** | **0** | **0** | **37** | **2** | **52** |
| | | | | | | | | | |
| | **TOTAL MANHOURS/CATEGORY:** | 1 | 0 | 12 | 0 | 0 | 37 | 2 | **52** |
| | **RATES PER HOUR:** | $117.00 | $81.50 | $75.50 | $73.00 | $68.00 | $55.00 | $37.50 | |
| | **PAYROLL BURDEN:** | $117.00 | $0.00 | $906.00 | $0.00 | $0.00 | $2,035.00 | $75.00 | |
| | **TOTAL WORK HOURS:** | 52.00 | | | | | | | |
| | **TOTAL PAYROLL BURDEN:** | $3,133.00 | | | | | | | |
| | **GENERAL OVERHEAD @ 182.83 %:** | $5,728.06 | | | | | | | |
| | **Cost of Capital @ 0.44 %** | $13.79 | | | | | | | |
| | **SUBTOTAL:** | $8,874.85 | | | | | | | |
| | **COMPARATIVE FEE @ 11%:** | $976.23 | | | | | | | |
| | **TOTAL:** | $9,851.08 | | | | | | | |
| | **DIRECT EXPENSES:** | $5.10 | | | | | | | |
| | **PRIME GRAND TOTAL:** | $9,856.18 | | | | | | | |
| | **Sub Consultant TOTAL:** | $0.00 | | | | | | | |
| | **GRAND TOTAL:** | **$9,856.00** | | | | | | | |

Attachment C Page 6

# DIRECT EXPENSES

**PROJECT DESCRIPTION: GWW: WA#17 - Taxiway & Taxilane Improvements CATEX**

**PREPARED BY: Jamie Peck / Ardurra**

**DATE PREPARED: 11/20/25**

| GENERAL PROJECT WORK: | ITEM | QTY | DESCRIPTION | | UNIT COST | |
|---|---|---|---|---|---|---|
| | Travel: | | | | | |
| | **Categorical Exclusion (CATEX)** | | | | | |
| | Site Visit (Roundtrip Wilmington to GWW) | 0 | Trip(s) @ | 210 miles @ | $0.700 | $0.00 |
| | | 40 | 8.5"x11" Xerox Copies | 1 sheets @ | $0.09 | $3.60 |
| | Printing | 10 | 11"x17" Xerox Copies | 1 sheets @ | $0.15 | $1.50 |
| | | 0 | 22"x34" Copies (B&W) | 1 sheets @ | $0.42 | $0.00 |
| | Postage | 0 | Fed Ex Shipment | 1 each @ | $25.00 | $0.00 |
| | | | Categorial Exclusion (CATEX) Total | | | $5.10 |
| | | | | **TOTAL** | | **$5.10** |

**BUDGET & SUMMARY OF PROJECT COSTS** 11/20/2025

**WAYNE EXECUTIVE JETPORT**

**Taxiway & Taxilane Improvements CATEX**

NCDOA Grant Number: TBD

Funding: NPE

Ardurra Project: 20250180.PR.WK

| | | Project Budget |
|---|---|---|
| **A-101 Administrative** | | |
| | **A-101 SUBTOTAL** | **$0.00** |
| **A-102 Preliminary Engineering, Planning, & Testing** | | |
| Categorical Exclusion (CATEX) | | $9,856.00 |
| | **A-102 SUBTOTAL** | **$9,856.00** |
| **A-104 Engineering Services Basic Fees** | | |
| | **A-104 SUBTOTAL** | **$0.00** |
| **A-105 Project Inspection, Quality Assurance, Testing** | | |
| | **A-105 SUBTOTAL** | **$0.00** |
| **A-106 Construction and Project Improvement Cost** | | |
| | **A-106 SUBTOTAL** | **$0.00** |
| | **PROJECT TOTAL** | **$9,856.00** |
| | **NCDOA Share of Costs** | **$8,870.00** |
| | **Sponsor's Share of Costs** | **$986.00** |

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WAYNE

THIS LEASE AGREEMENT ("Lease"), made and entered into this the _______day of ____________, 2025, by and between **WAYNE COUNTY**, hereinafter referred to as "Lessor"; and the **STATE OF NORTH CAROLINA**, a body politic and corporate, hereinafter referred to as "Lessee";

W I T N E S S E T H:

WHEREAS, pursuant to N.C. Gen. Stat. § 146-32, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999, and December 7, 1999; and October 6, 2020; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Lease as hereinafter set out.

NOW, THEREFORE, in consideration of the Premises, as described herein, and the promises and covenants contained in the terms and conditions hereinafter set forth, Lessor does hereby rent, lease and demise unto Lessee for and during the term and under the terms and conditions hereinafter set forth, those premises or office space, with all rights, privileges and appurtenances thereto belonging, lying and being in the **City of Goldsboro, County of Wayne,** North Carolina, and more particularly described as follows:

**Being ± 3,900 net square feet of office space located at 209 S. William Street, Goldsboro; Wayne County, North Carolina (the "Premises"), attached hereto and incorporated herein as Exhibit A (the "Premises").**

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE DIVISION 1, DISTRICT 8**

THE TERMS AND CONDITIONS OF THIS LEASE ARE AS FOLLOWS:

1. TO HAVE AND TO HOLD the Premises for a term of **three (3)** years commencing on the **1st day of April 2026** (the "Commencement Date"), or as soon thereafter as possession of the Premises is ceded to Lessee and terminating on the **31st day of March 2029** (the "Term").

2. During the term of the lease, Lessee shall pay to Lessor as rental for said Premises the annual sum of **ONE DOLLAR ($1.00)**, Lessor shall furnish an invoice for each month's rent if so required by Lessee. The Lessee agrees to pay rent to Lessor at the address specified or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

RENT SCHEDULE

| | Annual Rent | Monthly Rent |
|---|---|---|
| Year 1 | $1.00 | N/A |
| Year 2 | $1.00 | N/A |
| Year 3 | $1.00 | N/A |

3. The Lessor shall furnish to Lessee, during the Term at Lessor's sole cost and to the satisfaction of Lessee the following:

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold-water facilities, and adequate toilet facilities.

B. Maintenance of lawns, landscaping, sidewalks, paved areas, snow removal and disposal of trash, including provision for the handling of recyclable items such as aluminum cans, cardboard and paper.

C. Lessor to provide required fire extinguishers and servicing, pest control, and outside trash disposal. All pesticides must be applied by a licensed technician.

D. Janitorial and service, and supplies; provide that such services shall only be furnished on weekdays when Lessor's offices are open.

E. Parking (as available)

F. Premises shall be generally accessible to persons with disabilities. This shall include access into the Premises from parking areas (where applicable), access into the Premises via any common areas of the building and access to a restroom suitable for use by disabled persons.

G. Any fire or safety inspection fees shall be paid by Lessor.

H. Any storm water fees and land transfer tax shall be paid by Lessor.

I. The number of keys to be provided to Lessee for each lockset shall be reasonably determined by Lessee prior to occupancy and said keys shall be furnished by Lessor to Lessee at no cost to Lessee.

J. Lessor agrees to the terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 and also the "Specifications for Non-advertised Lease", attached hereto and incorporated herein as **Exhibit B**.

4. During the Term, Lessor shall keep the Premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to, furnishing and replacing electrical light tubes, and fixture ballasts, lenses covers, fixtures, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. Lessor shall be responsible for the cost of any repairs necessitated by Lessee's negligence or misuse of the Premises. , after notice in writing from Lessee in regard to a specified condition, fail, refuse, or

neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, it shall then be lawful for Lessee, in addition to any other remedy Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. The Lessor reserves the right, after giving prior notice, to enter and inspect the Premises, at reasonable times and to make necessary repairs to the Premises.

5. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles, and court actions arising therefrom may be brought only within the courts of the State of North Carolina.

6. The Lessee shall have the right during the Term, with Lessor's prior consent, to make alterations, attach fixtures and erect additions, structures or signs in or upon the Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Premises under this Lease or any prior lease of which this Lease is an extension or renewal shall be and remain the property of Lessee and may be removed therefrom by Lessee prior to the termination of this Lease or any renewal or extension thereof, or within a reasonable time thereafter, or within thirty (30) business days.

7. If the Premises be destroyed by fire or other casualty, without fault of Lessee, this Lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of Lessee, so as to render the Premises untenable in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. During such period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or Lessee may terminate this Lease by giving fifteen (15) days written notice to Lessor.

8. Lessor agrees that Lessee's decision to self-insurance satisfies all insurance requirements of the lease applicable to the lessee.

9. As between Lessee and Lessor, Lessee, subject to terms of this Lease, will be primarily liable for negligent or intentional acts or omissions of its officers and employees. As to third parties, Lessee is an immune sovereign and is not ordinarily subject to suit. However, Lessee has enacted Chapter 143, Article 31, of the North Carolina General Statutes (the "Tort Claims Act"); pursuant to which Lessee may be liable within the terms of the Act for the torts of its officers, employees and agents. Accordingly, with regard to Lessee's lease of the Premises, its liability for any claims arising from any accident, injury, or damage whatsoever, however caused to any person or persons or to the property of any person, persons, corporation or corporations shall be within the coverage of the Tort Claims Act. No provision of this Lease shall be construed as constituting a waiver of Lessee's sovereign immunity or Lessee's immunity under the Eleventh Amendment of the Constitution of the United States.

10 Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this Lease, provided that Lessor could reasonably have complied with said requirement.

11. This Lease shall be binding upon and inure to the benefit of Lessor and Lessee, their successors, and permitted assigns.

12. Lessee shall not assign this Lease nor sublet all or part of the Premises without the prior

written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted. The Lessee shall have no duty to remove any improvement or fixture placed by it on the Premises or to restore any portion of the Premises altered by it. In the event, Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the Premises, Lessee will repair only to the extent of any such damage or injury.

14. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to Lessor: **Wayne County**
**224 E Walnut Street**
**Goldsboro, North Carolina 27530**

to Lessee: **North Carolina Department of Adult Correction, Purchasing**
**Attn: Real Property Manager**
**3512 Bush Street (MSC 5227)**
**Raleigh, North Carolina 27609-5227**

w/copy to: **North Carolina Department of Administration, State Property Office**
**Attn: Manager, Leasing and Space Planning Section**
**1321 Mail Service Center**
**Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. The Lessor agrees that Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the Term peaceably and quietly have, hold, and enjoy the Premises free from the adverse claims of any person or company.

16. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed and agreed to by both parties.

17. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

18. The parties to this Lease agree and understand that the continuation of this Lease for the Term is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of Lessee responsible for payment of said rental. The parties to this Lease also agree that in the event the agency of Lessee or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total local office operations that available

funding for the payment of rents is insufficient to continue the operation of its local office on the Premise, it may choose to terminate this Lease by giving Lessor written notice of said termination, and this Lease shall terminate immediately without any further liability to Lessee.

19. Each person executing this Lease on behalf of Lessor does hereby represent and warrant that, if applicable: (a) Lessor is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina, (b) Lessor has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder, and (c) each person signing this Lease on behalf of Lessor is duly and validly authorized to do so.

20. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. No provision hereof shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

21. It is understood and agreed that Lessor prior to the Commencement Date or at such other date as specified herein shall, construct, upfit, and/or repair the Premises and thereafter to maintain the same, in accordance with (a) the approved floor plan attached hereto and incorporated herein as **Exhibit A**; and (b) "Specifications for Non-advertised Lease", attached hereto and incorporated herein as **Exhibit B;** and ~~(c) the Building Improvement List, attached hereto and incorporated herein as **Exhibit C**; and (d) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises~~. If applicable, Lessor shall provide Lessee, prior to Lessee taking possession of the Premises, with a copy of any certificate of occupancy, compliance or completion issued by the appropriate governmental authority.

22. North Carolina General Statute § 133-32 prohibits the offer to, or acceptance by, any employee of Lessee of any gift from anyone with a contract with Lessee, or from any person seeking to do business with Lessee. By execution of this Lease, Lessor attests that Lessor has not offered, accepted, or promised any such gifts and that Lessor is not aware that any such gifts have been offered, accepted, or promised by any of Lessor's employees or agents.

**[signatures begin on the following page]**

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN TESTIMONY WHEREOF, this Lease has been executed by the parties hereto under seal, in duplicate originals, as of the dates outlined in the notary acknowledgments below.

**LESSOR:**

**WAYNE COUNTY**
County Administration

By: **Chip Crumpler_**
**Wayne County Manager**

STATE OF NORTH CAROLINA

COUNTY OF ___________________

I, ___________________________________, a Notary Public in and for the County and State aforesaid do hereby certify that **Chip Crumpler, County Manager of Wayne County**, personally came before me this day and executed the foregoing instrument for the company.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of ____________________, 2025.

Notary Public: _______________________

Print Name: _________________________

My Commission Expires: ______________

**LESSEE:**

**STATE OF NORTH CAROLINA**
North Carolina Department of Adult Correction

By: ______________________________
**Joanne Rowland**
**Director of Purchasing**

STATE OF NORTH CAROLINA

COUNTY OF ____________________

I, ____________________________________,a Notary Public in and for the aforesaid County of _______________ and the State of North Carolina, do certify that **Joanne Rowland, Director**, personally came before me this day and acknowledged that s/he is the **Director of Purchasing of the Department of Adult Correction for the State of North Carolina**, and that by authority duly given and as the act of the State has signed the foregoing instrument.

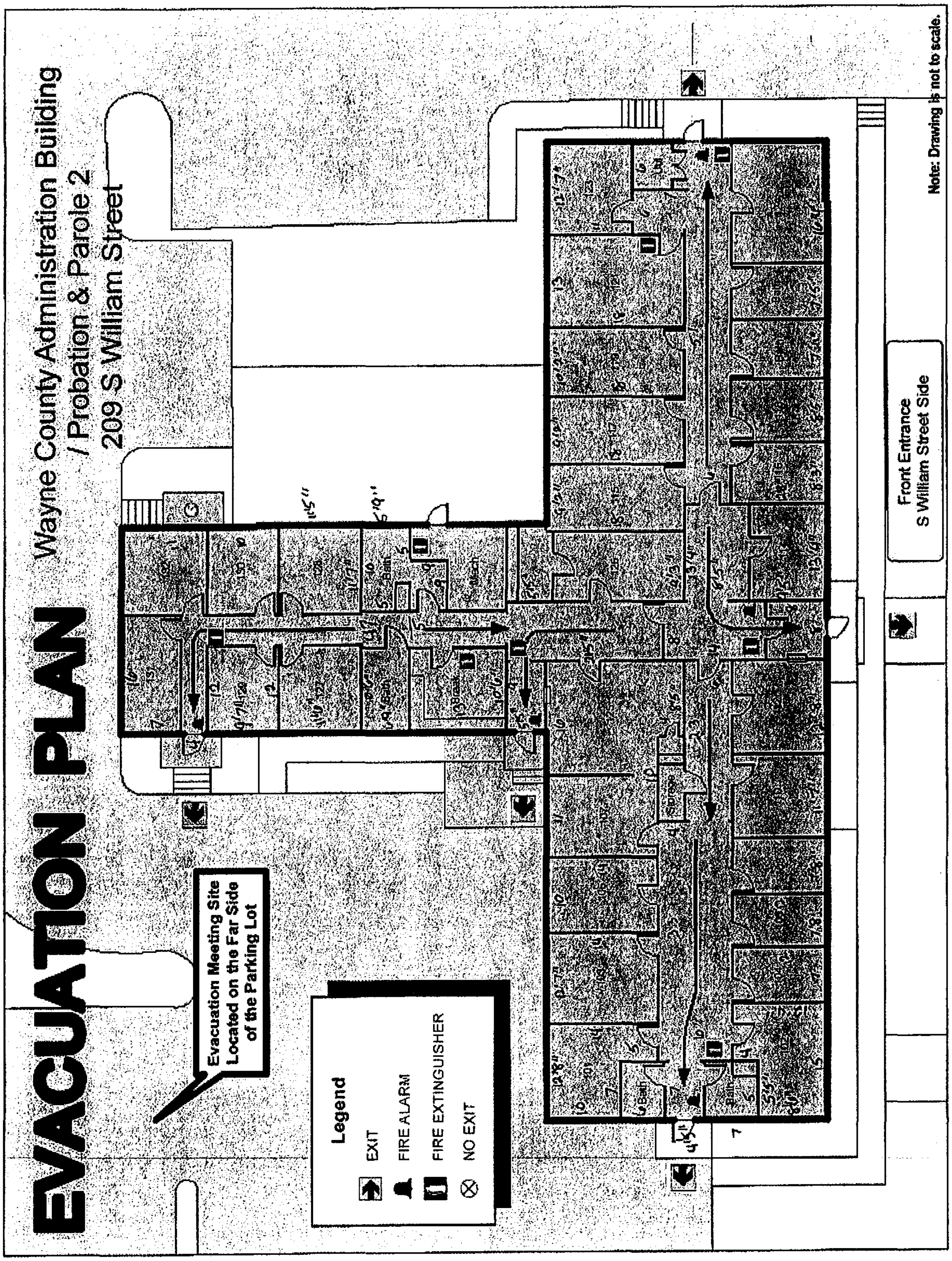
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this the _____ day of ______________________, 2025.

Notary Public: ________________________

Print Name: __________________________

My Commission Expires: _______________

**Exhibit A**




County owned; +/- 3,900 net square feet (no additional cost for +/- square feet)

# Exhibit B

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.

2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.

3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.

4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.

5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.

6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.

7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by Correction Enterprises*).

8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.

9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.

11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.

12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.

13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.

14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.

15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.

16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.

17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The Lessor is in agreement with the above conditions and the conditions of the also signed "Proposal to Lease to the State of North Carolina" Form PO-28.**

# Exhibit C

THIS EXHIBIT DOES NOT APPLY (Building Improvement List)

| POLICY MANUAL I | Prepared by: Business Officer | Manual Section: Advisory Board |
|---|---|---|
| Category: 1 | Date Revised: November 2025 | Subject: Liability Insurance |
| Other: | Date No Revisions: August 2023 | |
| Date Initiated: 1993 | Approved by: Board of Commissioners | Page 1 of 2 pages |



CATEGORY: POLICY 1, PROCEDURE 2, PROTOCOL 3, STANDING ORDER 4, OTHER ... DEFINE

# *LIABILITY INSURANCE*

## *POLICY*

Liability insurance is placed to protect Wayne County Health Department and its employees for the fiscal year 2025-2026 coverage period. This insurance consists of:

1. A liability insurance program through NCACC Group Self Insured Risk Pool provides coverage for all employees and Board of Health members for automobile liability and other third-party property damage, bodily injury, and personal injury claims. The County maintains combined liability insurance to limits of $7,000,000 each occurrence. The County's general main liability insurance program has no deductible with exception of the law enforcement liability and the public officials' liability coverages each which have a deductible of $25,000. Cyber liability and employment practices liability each have a $5,000 deductible.
2. Professional medical liability coverage is purchased through Worksite Resources, LLC (Coverys Specialty Insurance Company) under a program arranged for the North Carolina Association of Public Health Directors. This coverage includes liability resulting from adverse administrative policies and decisions affecting medical services in addition to practitioners providing medical care. The policy covers all medical staff, administrative staff and Board of Health members for liability related to medical care and decision making. The primary layer provides limits of $1,000,000 per claim, $3,000,000 aggregate per Entity with a $20,000,000 primary aggregate for all program participants in any one policy year. The excess layer provides limits of $10,000,000 per claim and a $10,000,000 shared aggregate.
3. Liability coverage provided to Environmental Health Specialist is through the State Torts Claims Act. The State Attorney Generals office will decide if the case qualifies for coverage on a case by case basis.
4. Employees driving personal cars while on County business are required to carry automobile liability insurance with limits of at least $100,000 per person/$300,000 per accident for bodily injury, and $50,000 per accident for property damage. Under no circumstances shall health department employees transport patients in their personal cars.

All full time medical, nursing, administration staff and dental staff employed in the Wayne County Health Department public health clinic operations are provided with medical liability insurance. The insurance is purchased by the County. Depending upon employee or contract status, certain employees may be insured by individual policies (if purchased by the practitioner) or group coverage. The Health Director, in negotiation with individual practitioners, will determine whether the coverage is to be by individual policy or by group policy. Usually, regular employees are added to the Worksite Resources/Coverys Specialty Insurance policy and contract workers are required to furnish their own insurance. Volunteer workers are covered under the Worksite Resources policy.

Medical, nursing staff and dental staff, for these purposes, include a medical director, medical consultants, physicians, physician's assistants, nurse practitioners, public health nurses,

| POLICY MANUAL I | Prepared by: Business Officer | Manual Section: Advisory Board |
|---|---|---|
| Category: 1 | Date Revised: November 2025 | Subject: Liability Insurance |
| Other: | Date No Revisions: August 2023 | |
| Date Initiated: 1993 | Approved by: Board of Commissioners | Page 2 of 2 pages |

C:\USERS\GINGER.MOORE\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\C70P2VZZ\LIABILITY INSURANCE - NOVEMBER 2025 UPDATED.DOC

CATEGORY: POLICY 1, PROCEDURE 2, PROTOCOL 3, STANDING ORDER 4, OTHER ... DEFINE

laboratory staff, licensed practical nurses, dentists, dental assistants, dental hygienists, nurse aides, community health aides, nutritionists, registered dietitians and clinic support administrative staff.

Approved by Board of Commissioners__________________________Date 12-16-25
Chairperson

Approved by Health Director__________________________Date______________
Suzanne LeDoyen

DISTRIBUTION:
All WCHD Staff

| POLICY MANUAL I | Prepared by: Dawn Kaupa | Manual Section: Administration |
|---|---|---|
| Category: | Date Revised: October 2024 | Subject: Clinic Administration |
| Other: | Date No Revisions: September 2025 | Fees |
| Date Initiated: 2/95 | Approved by: Board of County Commissioners | Page 1 of 3 pages |



CATEGORY: POLICY 1, PROCEDURE 2, PROTOCOL 3, STANDING ORDER 4, OTHER ... DEFINE

# *CLINIC ADMINISTRATION FEES*

The Division of Clinic Support Services staff is authorized to make administrative charges for production expense of the following documents:

**CHARGE**

- Photocopy of patient medical record to another medical provider......... No Charge (N/C)
- Photocopy of patient medical records to non-medical agencies....... $0.75 per page for the first twenty-five (25) pages, $0.50 per page for pages 26 through 100, $0.25 per page for each page in excess of 100 pages. A minimum fee of up to $10.00 inclusive of copying costs will be charged. (See Attachment A G.S. 90-411)
- Photocopy of patient medical record to patient.............................N/C for initial copy $0.75 per page for additional copies as stated above.
- Preparing and processing any of the following forms: $15.00 each.
  - -Leave of Absence Form
  - -Disability Verification/Authorization
  - -Certification of Health Care Provider (FMLA)
  - -Pregnancy Work Authorization
- Immunization Record.........................................................N/C

ATTACHMENT A

**§ 90-411. Record Copy Fee**

A health care provider may charge a reasonable fee to cover the costs incurred in searching, handling, copying, and mailing medical records to the patient or the patient's designated representative. The maximum fee for each request shall be seventy-five cents (75¢) per page for the first 25 pages, fifty cents (50¢) per page for pages 26-100, and twenty-five cents (25¢) for each page in excess of 100 pages, provided that the health care provider may impose a minimum fee of up to ten dollars ($10.00), inclusive of copying costs. If requested by the patient or the patient's designated representative, nothing herein shall limit a reasonable professional fee charge by a physician for the review and preparation of a narrative summary of the patient's medical record. Charges for medical records and reports related to claims under Article 1 of Chapter 97 of the General Statutes shall be governed by the fees established by the North Carolina Industrial Commission pursuant to G.S. 97-26.1. This section shall not apply to Department of Health and Human Services Disability Determination Services requests for copies of medical records made on behalf of an applicant for Social Security or Supplemental Security Income disability. (1993, c. 529, s. 4.3; 1993 (Reg. Sess., 1994), c. 679, s. 5.5; 1995 (Reg. Sess., 1996), c. 742, s. 36; 1997-443, ss. 11.3, 11A.118(b); 2019-191, s. 42.)

| POLICY MANUAL I | Prepared by: Dawn Kaupa | Manual Section: Administration |
|---|---|---|
| Category: | Date Revised: October 2024 | Subject: Clinic Administration |
| Other: | Date No Revisions: September 2025 | Fees |
| Date Initiated: 2/95 | Approved by: Board of County Commissioners | Page 3 of 3 pages |

C:\USERS\GINGER.MOORE\APPDATA\LOCAL\MICROSOFT\WINDOWS\INETCACHE\CONTENT.OUTLOOK\C70P2VZZ\CLINIC ADMIN FEES 2025.DOC

CATEGORY: POLICY 1, PROCEDURE 2, PROTOCOL 3, STANDING ORDER 4, OTHER ... DEFINE

Approved and Adopted by the
Board of County Commissioners ______________________ Date 12-16-25
Chairperson

Approved by Business Officer ______________________ Date ____________
Diane Graham

Approved by Health Director ______________________ Date ____________
Suzanne LeDoyen

DISTRIBUTION:
All WCHD Staff

WAYNECOUNTY
NORTH CAROLINA

**TO:** Wayne County Board of Commissioners

**FROM:** Mandy Trujillo, Wayne County Procurement Specialist

**DATE:** December 4th, 2025

**SUBJECT:** Approval to award the Request for Bids for Window Replacement at the Jefferys Building

Requests for Bids were issued on November 17, 2025, and three (3) bids were received and opened on December 4, 2025, at 2:00 p.m. A committee consisting of Kendall Lee (Facilities Department) and Angie Boswell (Finance Director) reviewed and evaluated all submissions.

During the evaluation process, the lowest bid raised several technical and cost-related questions regarding the firm's ability to perform the project as specified. The bidder requested the opportunity to install a test window to determine whether the project could be completed at the quoted price. Based on these discussions, the committee determined that the lowest bid did not meet the criteria of a lowest responsive and responsible bidder. In addition, the project includes a defined timeline that must be adhered to, and the additional testing and uncertainty associated with the lowest bid presented a risk of project delay.

The committee respectfully recommends that the Wayne County Board of Commissioners award the bid to Ernest Glass Company of Goldsboro, NC, as the next lowest responsive and responsible bidder. This recommendation is contingent upon the company providing all required federal documentation outlined in the RFB to ensure compliance with grant funding requirements.

A cost analysis is attached for your review.

# Bid Tab for Jeffery's Windows 2:00:00 PM 12/4/2025

| Company Name | BID | All required documents | Does quote meet BABA requirement |
|---|---|---|---|
| AAA Glass Company | 243,721.39 | ✓ | TBD |
| Ernest Glass Company | 300,000.00 | ✓ | TBD |
| Atlantic Glass | 356,595.00 | ✓ | TBD |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**County Staff**

Ann M. Kelley-Moore

Angela G Bonnee