NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met in reconvened session on Tuesday, July 12, 2022, 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: Joe C. Daughtery, Chairman; George Wayne Aycock, Jr., Vice-Chairman; Barbara Aycock; Bevan Foster; Chris Gurley; and Antonio Williams.

Members absent: Freeman Hardison, Jr.;

Call to Order

Chairman Joe C. Daughtery called the meeting of the Wayne County Board of Commissioners to order.

Invocation

Commissioner Chris Gurley gave the invocation.

Pledge of Allegiance

Commissioner Bevan Foster led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Motion to Approve the Amended Agreement between the County of Wayne and the Wayne County Board of Education for the new Fremont Elementary School

Staff Attorney Andrew Neal reviewed the amended agreement between the County and the Board of Education, attached hereto as Attachment A. He stated the Board of Education will hold a special meeting on July 20, 2022, to adopt this resolution and other documents, to meet the Local Government Commission timelines.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Amended Agreement between the County of Wayne and the Wayne County Board of Education for the new Fremont Elementary School.

Discussion of Prequalified Contractor for the Detention Center Project

Special Projects and IT Director Ryan Preble reviewed the pre-qualified contractor bidding for the Detention Center project, attached hereto as Attachment B, stating Moseley Architects recommended reopening the time for three to four more weeks to allow for more than the three proposals received. He cited the general statutes and the concern of not meeting requirements if one of the current three bidders, (HG Reynolds, Daniels & Daniels, and Bordeaux), did not bid.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved extending, by thirty days, the RFQ for the pre-qualified contractors for the Detention Center project.

Motion to Approve the Assignment of Option to Purchase between the Wayne County Development Alliance, Inc., and the County of Wayne for up to 118.11 acres

Staff Attorney Andrew Neal reviewed the option to purchase up to 118.11 acres between the Wayne County Development Alliance and the County of Wayne, attached hereto as Attachment C.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the assignment to purchase between the Wayne County Development

Alliance, Inc., and the County of Wayne for up to 118.11 acres, (Wayne County Tax PINs 3600561041, 3600446857, and 3600542776.)

Motion to Award Goldsboro Business Campus Phase 1 Contract to FFC II, LLC, d/b/a Fred Smith Company, and Appropriate Budget Amendment, Contingent upon County Attorneys' Approval

Vice-President Jason Bertoncino with WithersRavenel reviewed the bid openings for the Phase 1 Contract, attached hereto as Attachment D. He stated Lot 17 and Lot 7 were not approved and Staff Attorney Andrew Neal stated he was working with the City of Goldsboro on Lot 7 and Lot 17 is in Section 2, and the contract is for Section 1.

County Manager Chip Crumpler stated he contacted the City of Goldsboro regarding Lot 7 and will resubmit that as a separate lot. Finance Director Allison Speight explained the budget amendment, for a shortage of estimated funds, included in the motion.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved to award Goldsboro Business Campus Phase I Contract to FFC II, LLC, d/b/a Fred Smith Company, and appropriate the budget amendment, contingent upon County Attorneys' approval.

9:18 a.m. Public Hearing

Chairman Joe C. Daughtery opened the Public Hearing regarding an installment financing agreement to finance a portion of the costs of construction of Fremont Elementary School, attached hereto as Attachment E, and Clerk to the Board Carol Bowden noted no one signed up to speak. Ted Cole with Davenport reviewed the summary of projects and bank bid information, attached hereto as Attachment F. He stated the approval for debt financing would be at the higher level of $13.85 million, but would likely be closer to $7 million.

Commissioner Chris Gurley asked who confirmed the title of the land and County Attorney E. B. Borden Parker stated he would check with the school's attorney.

Chairman Joe C. Daughtery asked about a $38 million project being used as collateral for a $7 - $8 million loan and Mr. Cole stated North Carolina law requires the project the money is being spent on as the project used for collateral. Chairman Daughtery also asked about borrowing funding now for the proposed Rosewood Middle School project and Mr. Cole stated the Local Government Commission would want the project in process before financing.

As no one signed up to speak, the public hearing was closed at 9:36 a.m.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously adopted Resolution #2022-23: A Resolution regarding an installment financing agreement to finance a portion of the costs of the construction of Fremont Elementary School.

Motion to Award for Hazard Mitigation Grant Program (HMGP) 4285-057R Acquisition Project for Demolition and Asbestos Removal Services to AK Grading & Demolition, the lowest responsive, responsible bidder

County Manager Chip Crumpler reviewed the HMGP project, attached hereto as Attachment G. Mr. Crumpler answered questions from the Board.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners approved to award for Hazard Mitigation Grant Program (HMGP) 4285-057R acquisition project for demolition and asbestos removal services to AK Grading and Demolition, the lowest responsive, responsible bidder, by a vote of four to two. Voting against the motion were Commissioners Bevan Foster and Antonio Williams.

Wayne Community College Update

Wayne Community College Vice-President Derek Hunter spoke on the college receiving $1.95 million for the truck driving school to be located on campus. He stated the funding would be used for an asphalt pad and would include fire truck training.

Adjournment

At 10:19 a.m., Chairman Joe C. Daughtery adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden

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

NORTH CAROLINA
WAYNE COUNTY

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

This Agreement made by and between the Wayne County Board of Commissioners and the Wayne County Board of Education is to formalize the agreement to fund the Fremont Elementary School made the 12th day of July, 2022. This Agreement updates and supersedes the previous Agreement between the parties entered into on September 21, 2021.

WITNESSETH:

WHEREAS, on September 21, 2021, the parties entered into an Agreement outlining the funding relating to the construction of the new Fremont Elementary School, including how to accommodate the $15 million grant received from the NC Department of Instruction; and

WHEREAS, following the execution of said Agreement the North Carolina General Assembly revised the terms of the Needs Based Capital Improvement Grant Program through SL 2021-180; and

WHEREAS, Wayne County will receive at least Thirty Million Dollars ($30,000,000.00) in state need-based funding without any reduction in NC education lottery funds, as a result of the provisions of SL 2021-180 and SL 2022-74; and

WHEREAS, a Joint Resolution was adopted by both parties which the Wayne County Board of Education adopted on June 15, 2022, and the Wayne County Board of Commissioners adopted on June 16. 2022, setting the guaranteed maximum price (GMP) for this project at $35,705,418.16; and

NOW THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Funding for the project shall be as follows:
   - NC DPI Needs Based Lottery Grant of at least $30 million dollars
   - County will provide any remaining balance of the current GMP through a combination of debt financing or pay as you go funding as determined by the Board of Commissioners
   - The method of debt financing shall be determined by the Board of Commissioners and subject to approval by NC Local Government Commission.
2. If the Guaranteed Maximum Price of the project exceeds $35,705,418.16, the overage must be approved by both Boards and will be funded as set out above.
3. Throughout this project, the BOE shall provide an update to a working group including members of the BOC, BOE and senior staff, or as requested by the BOC at monthly meeting, on the status and progress of the Fremont Elementary School project, including any

significant decisions anticipated or any new developments that are reasonably anticipated to impact the project or its cost.

4. The Wayne County Board of Education will transfer the Fremont Elementary property to Wayne County, including any additional property purchased for this project since September 21, 2021. This will allow the parties to realize sales tax savings throughout the course of the project.

5. The County will transfer all Fremont Elementary property back to the Board of Education once all debt relating to the project is retired.

6. The Board of Commissioners will allocate the balance of approximately $1.3 million then existing in the Capital Fund Balance (as of September 21, 2021) over the course of 3 years as part of the WCPS capital outlay budget. These funds shall be disbursed in equal installments in FYs 2022, 2023, and 2024.

7. The Board of Education shall act as the County's agent to carry out all phases of construction of the Fremont Elementary Project. This shall include negotiations of all contracts so long as the funds to be expended pursuant to those contracts are within the established project budget set out herein.

WITNESS our hands and seals as set out below.

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

WAYNE COUNTY

By: Joe C. Daughtery

Joe C. Daughtery, Chairman
Board of Commissioners

ATTEST:

Carol Bowden

Carol Bowden
Clerk to the Board

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

Allison Speight 7-12-22

Allison Speight, County Finance Officer Date

WAYNE COUNTY BOARD OF EDUCATION

By:____________________________________
Don Christopher West, Chairman

ATTEST:

____
Dr. David A. Lewis
Superintendent

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

____
Leslie Rouse, Board of Education Finance Officer Date

Carol Bowden

From:	Ryan Preble
Sent:	Tuesday, July 5, 2022 12:10 PM
To:	Carol Bowden
Cc:	Chip Crumpler; Borden Parker; Andrew Neal
Subject:	July 12 Agenda

Carol,

After speaking with Chip last week, we will need some time on the July 12 agenda to discuss options for the prequalified bidders list. Last week the facilities staff received 3 prequalified bidders from our advertisement for the new detention center project. Based on advice from Moseley and requirements in G.S. 143-132 (minimum of 3 bids), the staff will need to discuss our next steps with the board before moving forward with the project. We have held off reviewing or scoring until we can get more direction.

-Ryan

Carol Bowden

From:	Payne, Bryan <bpayne@moseleyarchitects.com>
Sent:	Monday, June 27, 2022 5:47 PM
To:	Ryan Preble
Cc:	Mace, Dan
Subject:	[External] - FW: Pre-Qualification Packets

Ryan,

The County may want to consider extending the prequalification period in hopes of generating additional interest in the project. With only having received 3 responses this could present a possible concern if one of the firms decides not to bid the project. In that scenario we would not have enough bids on bid day to open per NC General Statues and would have to extend/ re-advertise the bidding period.

Please advise if there are questions regarding this matter.

Thanks,
Bryan Payne, Assoc. AIA
Senior Associate

MOSELEY ARCHITECTS
Designing Solutions. Building Trust. Enriching Lives.
Office 704.540.3755
Web | Twitter | Facebook | LinkedIn | Instagram

Celebrating over 50 years of valued partnerships and innovative design.

From: Noelle Woods
Sent: Monday, June 27, 2022 10:17 AM
To: 'Payne, Bryan' <bpayne@moseleyarchitects.com>; Ryan Preble <ryan.preble@waynegov.com>; Kendall Lee <Kendall.Lee@waynegov.com>
Cc: Craig Honeycutt <craig.honeycutt@waynegov.com>; Chip Crumpler <Chip.Crumpler@waynegov.com>
Subject: Pre-Qualification Packets

Good Morning,

We received 3 Pre-Qualification packets for the Jail project.

Daniels and Daniels
Reynolds
Bordeaux

I will attach the qualification packet in multiple emails. Please let me know if you have any questions.

Noelle Woods CLGPO
Purchasing Manager

§ 143-132. Minimum number of bids for public contracts.

(a) No contract to which G.S. 143-129 applies for construction or repairs shall be awarded by any board or governing body of the State, or any subdivision thereof, unless at least three competitive bids have been received from reputable and qualified contractors regularly engaged in their respective lines of endeavor; however, this section shall not apply to contracts which are negotiated as provided for in G.S. 143-129 or to contracts for dredging services in the State's coastal waters. Provided that if after advertisement for bids as required by G.S. 143-129, not as many as three competitive bids have been received from reputable and qualified contractors regularly engaged in their respective lines of endeavor, said board or governing body of the State agency or of a county, city, town or other subdivision of the State shall again advertise for bids; and if as a result of such second advertisement, not as many as three competitive bids from reputable and qualified contractors are received, such board or governing body may then let the contract to the lowest responsible bidder submitting a bid for such project, even though only one bid is received.

(b) For purposes of contracts bid in the alternative between the separate-prime and single-prime contracts, pursuant to G.S. 143-128(d1) each single-prime bid shall constitute a competitive bid in each of the four subdivisions or branches of work listed in G.S. 143-128(a), and each full set of separate-prime bids shall constitute a competitive single-prime bid in meeting the requirements of subsection (a) of this section. If there are at least three single-prime bids but there is not at least one full set of separate-prime bids, no separate-prime bids shall be opened.

(c) The State Building Commission shall develop guidelines no later than January 1, 1991, governing the opening of bids pursuant to this Article. These guidelines shall be distributed to all public bodies subject to this Article. The guidelines shall not be subject to the provisions of Chapter 150B of the General Statutes. (1931, c. 291, s. 3; 1951, c. 1104, s. 3; 1959, c. 392, s. 2; 1963, c. 289; 1967, c. 860; 1977, c. 644; 1979, c. 182, s. 2; 1989, c. 480, s. 2; 1989 (Reg. Sess., 1990), c. 1051, s. 4; 1991 (Reg. Sess., 1992), c. 985, s. 1; 1995, c. 358, s. 4; c. 367, ss. 1, 7; 2001-496, s. 9; 2021-92, s. 1.)

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

NORTH CAROLINA

ASSIGNMENT OF OPTION TO PURCHASE

WAYNE COUNTY

THIS ASSIGNMENT, made and entered into this 12th day of July, 2022, by and between WAYNE COUNTY DEVELOPMENT ALLIANCE, INC., a nonprofit corporation organized under the laws of the State of North Carolina having a mailing address of 134 N. John Street, Goldsboro, NC 27530, hereinafter referred to as "Assignor"; and COUNTY OF WAYNE, a body politic and corporate organized under the laws of the State of North Carolina, having a mailing address of P.O. BOX 227, Goldsboro, NC 27533, hereinafter referred to as "Assignee."

WHEREAS, Assignor acquired an Option to Purchase 118.11 acres identified by Wayne County Tax PINs 36000561041, 3600446857, and 3600542776 from Bryan Holdings, LLC in the document entitled "Option and Contract" which is recorded in Book 3317, Page 422 of the Wayne County Registry; and

WHEREAS, Section 11 of the Option and Contract permits Wayne County Development Alliance, Inc. to assign the agreement to the County of Wayne at any time without the consent of Bryan Holdings, LLC; and

WHEREAS, on June 30, 2022 the Board of Directors for the Wayne County Development Alliance, Inc. met and voted to assign the aforementioned Option to Purchase to the County of Wayne; and

WHEREAS, on May 3, 2022 the Wayne County Board of Commissioners held a public hearing and voted to authorize the purchase of the aforementioned property as memorialized in an agreement with the City of Goldsboro and Wayne County Development Alliance, Inc.; and

WHEREAS, on July 12, 2022 the Wayne County Board of Commissioners voted to approve the assignment of the Option and Contract from Wayne County Development Alliance, Inc.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest to the Option to Purchase the 118.11 acres identified in the Option and Contract recorded in Book 3317, Page 422 of the Wayne County Registry.

2. Assignee Assumption of Obligations of Performance. Assignee warrants that it shall assume faithfully perform and discharge any and all obligations as buyer under the Option and Contract and Assignor shall be relieved of all future obligations and liability thereunder.

3. Covenants of Cooperation. Assignor and Assignee warrant that they will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignee's assignment and assumption of the Option and Contract.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina. Exclusive venue for any dispute shall be the General Court of Justice for Wayne County, North Carolina.

5. Successor and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. Effective Date. This Assignment shall be effective on the date first written above.

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

ASSIGNOR:
WAYNE COUNTY DEVELOPMENT
ALLIANCE, INC.

BY: ______________________________ (SEAL)
Neal Benton, Chairman of the Board
Wayne County Development Alliance, Inc.

NORTH CAROLINA
COUNTY OF WAYNE

I, ___________________________, Notary Public of __________ County, do hereby certify that NEAL BENTON, Chairman of the Board, Wayne County Development Alliance, Inc. personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of July, 2022.

____
NOTARY PUBLIC

My commission expires: ________________________

ASSIGNEE:
COUNTY OF WAYNE

SEAL OF WAYNE COUNTY FIAT JUSTITIA NORTH CAROLINA

BY: Joe C. Daughtery (SEAL)
Joe C. Daughtery, Chairman
Wayne County Board of Commissioners

ATTEST:
Carol Bowden
Carol Bowden
Clerk to the Board of Commissioners

NORTH CAROLINA
COUNTY OF WAYNE

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

KAYLA WHITLEY NOTARY PUBLIC WAYNE COUNTY, NC

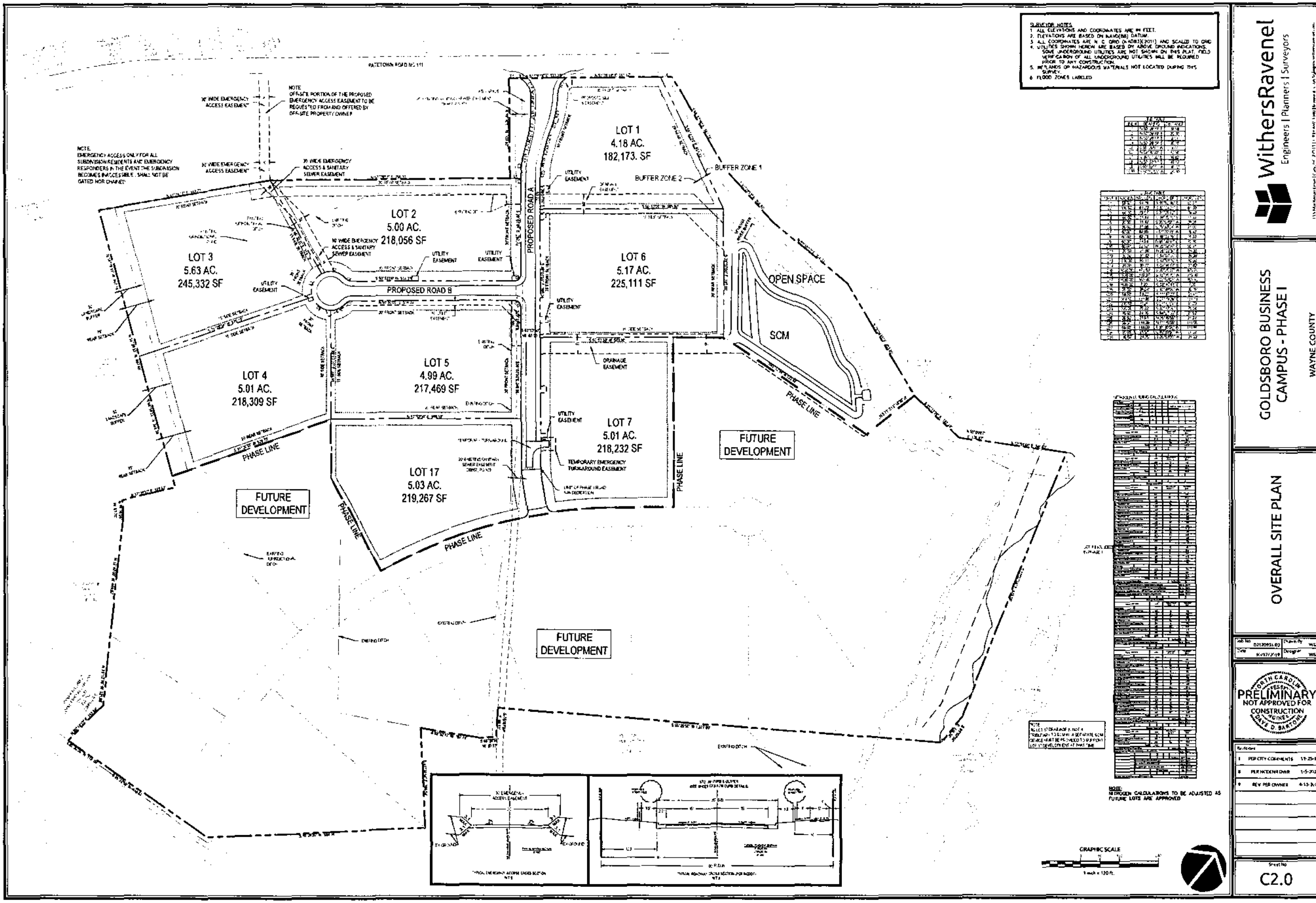
Witness my hand and official seal, this the 12th day of July, 2022.

Kayla Whitley
NOTARY PUBLIC

My commission expires: March 24, 2024

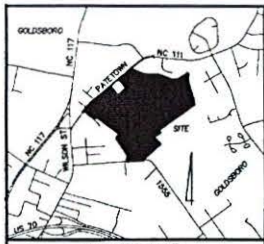
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: Allison Speight
Allison Speight, Finance Director


SURVEYOR NOTES
1. ALL ELEVATIONS AND COORDINATES ARE IN FEET.
2. ELEVATIONS ARE BASED ON NAVD(88) DATUM.
3. ALL COORDINATES ARE N. C. GRID (NAD83)(2011) AND SCALED TO GRID
4. UTILITIES SHOWN HEREON ARE BASED ON ABOVE GROUND INDICATIONS. SOME UNDERGROUND UTILITIES ARE NOT SHOWN ON THIS PLAT. FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES WILL BE REQUIRED PRIOR TO ANY CONSTRUCTION.
5. WETLANDS OR HAZARDOUS MATERIALS NOT LOCATED DURING THIS SURVEY.
6. FLOOD ZONES LABELED
LOT 1
4.18 AC.
182,173. SF
LOT 2
5.00 AC.
218,056 SF
LOT 3
5.63 AC.
245,332 SF
LOT 4
5.01 AC.
218,309 SF
LOT 5
4.99 AC.
217,469 SF
LOT 6
5.17 AC.
225,111 SF
LOT 7
5.01 AC.
218,232 SF
LOT 17
5.03 AC.
219,267 SF
PROPOSED ROAD A
PROPOSED ROAD B
OPEN SPACE
SCM
BUFFER ZONE 1
BUFFER ZONE 2
PHASE LINE
FUTURE DEVELOPMENT
UTILITY EASEMENT
DRAINAGE EASEMENT
TEMPORARY EMERGENCY TURNAROUND EASEMENT
30' WIDE EMERGENCY ACCESS EASEMENT
30' WIDE EMERGENCY ACCESS & SANITARY SEWER EASEMENT
NOTE: OFF-SITE PORTION OF THE PROPOSED EMERGENCY ACCESS EASEMENT TO BE REQUESTED FROM AND OFFERED BY OFF-SITE PROPERTY OWNER
NOTE: EMERGENCY ACCESS ONLY FOR ALL SUBDIVISION RESIDENTS AND EMERGENCY RESPONDERS IN THE EVENT THE SUBDIVISION BECOMES INACCESSIBLE. SHALL NOT BE GATED NOR CHAINED
NOTE: NITROGEN CALCULATIONS TO BE ADJUSTED AS FUTURE LOTS ARE APPROVED
GRAPHIC SCALE
WithersRavenel
Engineers | Planners | Surveyors
GOLDSBORO BUSINESS CAMPUS - PHASE I
WAYNE COUNTY
OVERALL SITE PLAN
PRELIMINARY
NOT APPROVED FOR CONSTRUCTION
C2.0

0-99-1

Attachment C Page 5



VICINITY MAP
1" = 1/2 MILE

CITY OF GOLDSBORO NOTES:

THE PROPOSED SUBDIVISION IS "EXEMPT" FROM THE CITY OF GOLDSBORO'S SUBDIVISION REVIEW PROCESS DUE TO THE FOLLOWING:
(1) THE TRACT OR PARCEL TO BE DIVIDED IS NOT EXEMPTED AS A TEN (10) ACRE EXEMPTION.
(2) NO PART OF THE TRACT OR PARCEL TO BE DIVIDED HAS BEEN DIVIDED UNDER THIS SUBSECTION IN THE 10 YEARS PRIOR TO DIVISION.
(3) THE ENTIRE AREA OF THE TRACT OR PARCEL TO BE DIVIDED IS GREATER THAN FIVE ACRES.
(4) AFTER DIVISION, NO MORE THAN THREE LOTS RESULT FROM THE DIVISION.
(5) AFTER DIVISION, ALL RESULTANT LOTS COMPLY WITH ALL OF THE FOLLOWING:
1 ANY LOT DIMENSION SIZE REQUIREMENTS OF THE APPLICABLE LAND-USE REGULATIONS, IF ANY.
2 THE USE OF THE LOTS IS IN CONFORMITY WITH THE APPLICABLE ZONING REQUIREMENTS, IF ANY.
3 A PERMANENT MEANS OF INGRESS AND EGRESS IS RECORDED FOR EACH LOT.

NOTES:

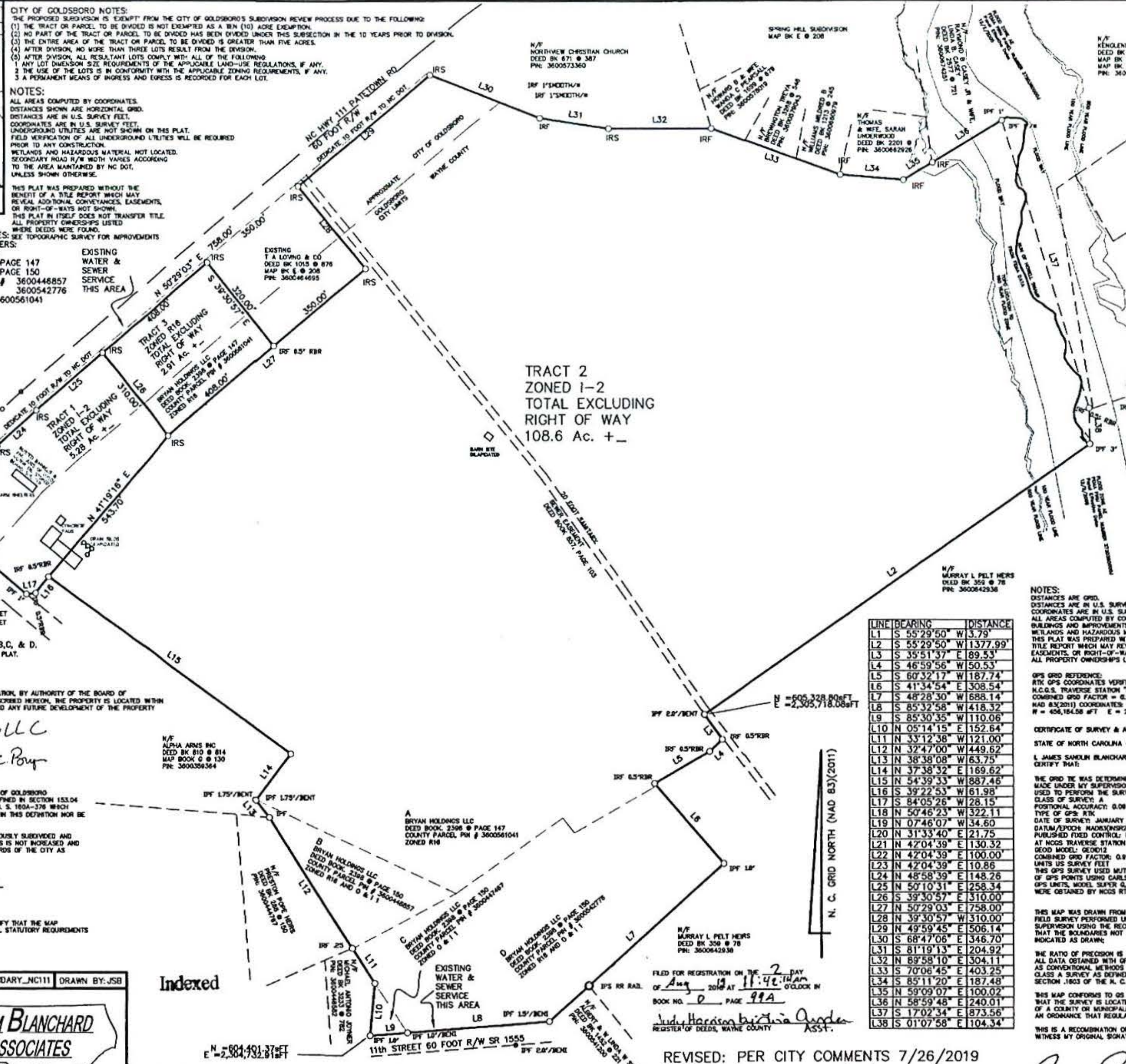
ALL AREAS COMPUTED BY COORDINATES.
DISTANCES SHOWN ARE HORIZONTAL GRID.
DISTANCES ARE IN U.S. SURVEY FEET.
COORDINATES ARE IN U.S. SURVEY FEET.
UNDERGROUND UTILITIES ARE NOT SHOWN ON THIS PLAT.
FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES WILL BE REQUIRED PRIOR TO ANY CONSTRUCTION.
WETLANDS AND HAZARDOUS MATERIAL NOT LOCATED.
SECONDARY ROAD R/W WIDTH VARIES ACCORDING TO THE AREA MAINTAINED BY NC DOT, UNLESS SHOWN OTHERWISE.

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT-OF-WAYS NOT SHOWN.
THIS PLAT IN ITSELF DOES NOT TRANSFER TITLE.
ALL PROPERTY OWNERSHIPS LISTED WHERE DEEDS WERE FOUND.
SEE TOPOGRAPHIC SURVEY FOR IMPROVEMENTS

LEGEND

AG – TOP ABOVE GROUND
BG – TOP BELOW GROUND
CP – COMPUTED POINT
LP – LIGHT POLE
PP – POWER POLE
sFT – U.S. SURVEY FEET
N/F – NOW OR FORMERLY
C/L – CENTER LINE
R/W – RIGHT OF WAY
CMF – CONCRETE MONUMENT FOUND
PKF – PK NAIL FOUND
PKS – PK NAIL SET
MNF – MAG NAIL FOUND
MNS – MAG NAIL SET
IRF – IRON ROD FOUND
IRS – IRON ROD SET
IPF – IRON PIPE FOUND
IPS – IRON PIPE SET
RRSF – RAILROAD SPIKE FOUND
RRSS – RAILROAD SPIKE SET
CPSF – COTTON PICKER SPIKE FOUND
CPSS – COTTON PICKER SPIKE SET
AXLE – AXLE FOUND
NCGS – NC GEODETIC SURVEY TRAVERSE STATION
TYPICAL CORNER SYMBOLS
PROPERTY LINES OF THIS SURVEY
TIE LINES, OLD PROPERTY LINES, ETC.

SUBJECT PROPERTY
RECORDED REFERENCES:
CURRENT LISTED OWNERS:
BRYAN HOLDINGS LLC
DEED BOOK. 2398 @ PAGE 147
PAGE 150
COUNTY PARCEL PIN # 3600446857
3600542776
3600561041



TOTAL AREA SURVEYED
EXCLUDING RIGHT OF WAY
117.18 Ac. +_

ZONING & SETBACKS

R16 SETBACKS: FRONT 40 FEET, REAR 25 FEET, SIDE 10 FEET
I-2 SETBACKS: FRONT 30 FEET, REAR 25 FEET, SIDE 15 FEET

RECOMBINATION SUMMARY

TRACT 1&2 IS A RECOMBINATION OF EXISTING TRACTS A,B,C, & D.
TRACT 3 IS TO REMAIN A SEPARATE PARCEL PER THIS PLAT.

CERTIFICATE OF OWNERSHIP

THIS IS TO CERTIFY THAT I, THE (OFFICER) OF THE CORPORATION, BY AUTHORITY OF THE BOARD OF DIRECTORS AM (WE ARE) THE OWNER OF THE PROPERTY DESCRIBED HEREON, THE PROPERTY IS LOCATED WITHIN THE PLANNING JURISDICTION OF THE CITY OF GOLDSBORO AND ANY FUTURE DEVELOPMENT OF THE PROPERTY WILL BE SUBJECT TO THE REQUIREMENTS OF THE

CITY OF GOLDSBORO'S UNIFIED DEVELOPMENT CODE.

CORPORATION: Bryan Holdings LLC

DATE: 7/30/19 BY: [signature]

CERTIFICATE OF PLANNING OFFICE

STATE OF NORTH CAROLINA --- WAYNE COUNTY --- CITY OF GOLDSBORO
THIS PLAT IS EXEMPT FROM SUBDIVISION REGULATIONS AS DEFINED IN SECTION 153.04 OF THE GOLDSBORO UNIFIED DEVELOPMENT ORDINANCE AND G. S. 160A-376 WHICH READS IN PART.... "THE FOLLOWING SHALL NOT BE INCLUDED IN THIS DEFINITION NOR BE SUBJECT TO THE REGULATIONS AUTHORIZED BY THIS PART".

THE COMBINATION OF RECOMBINATION OF PORTIONS OF PREVIOUSLY SUBDIVIDED AND RECORDED PLATTED LOTS WHERE THE TOTAL NUMBER OF LOTS IS NOT INCREASED AND THE RSULTANT LOTS ARE EQUAL TO OR EXCEED THE STANDARDS OF THE CITY AS REQUIRED BY THIS CHAPTER.

[signature] 7/30/19
DIRECTOR OF PLANNING DATE

CERTIFICATE OF REVIEW OFFICER

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

[signature] 7/30/19
REVIEW OFFICER DATE

LINE	BEARING	DISTANCE
L1	S 55°29'50" W	3.79'
L2	S 55°29'50" W	1377.99'
L3	S 35°51'37" E	89.53'
L4	S 46°59'56" W	50.53'
L5	S 60°32'17" W	187.74'
L6	S 41°34'54" E	308.54'
L7	S 48°28'30" W	688.14'
L8	S 85°32'58" W	418.32'
L9	S 85°30'35" W	110.06'
L10	N 05°14'15" E	152.64'
L11	N 33°12'38" W	121.00'
L12	N 32°47'00" W	449.62'
L13	N 38°38'08" W	63.75'
L14	N 37°38'32" E	169.62'
L15	N 54°39'33" W	887.46'
L16	S 39°22'53" W	61.98'
L17	S 84°05'26" W	28.15'
L18	N 50°46'23" W	322.11
L19	N 07°46'07" W	34.60
L20	N 31°33'40" E	21.75
L21	N 42°04'39" E	130.32
L22	N 42°04'39" E	100.00'
L23	N 42°04'39" E	10.86
L24	N 48°58'39" E	148.26
L25	N 50°10'31" E	258.34
L26	S 39°30'57" E	310.00'
L27	N 50°29'03" E	758.00'
L28	N 39°30'57" W	310.00'
L29	N 49°59'45" E	506.14'
L30	S 68°47'06" E	346.70'
L31	S 81°19'13" E	204.92'
L32	N 89°58'10" E	304.11'
L33	S 70°06'45" E	403.25'
L34	S 85°11'20" E	187.48'
L35	N 59°09'07" E	100.02'
L36	N 58°59'48" E	240.01'
L37	S 17°02'34" E	873.56'
L38	S 01°07'58" E	104.34'

N. C. GRID NORTH (NAD 83)(2011)

NOTES:

DISTANCES ARE GRID.
DISTANCES ARE IN U.S. SURVEY FEET.
COORDINATES ARE IN U.S. SURVEY FEET.
ALL AREAS COMPUTED BY COORDINATES.
BUILDINGS AND IMPROVEMENTS ARE NOT SHOWN.
WETLANDS AND HAZARDOUS MATERIALS NOT LOCATED.
THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT WHICH MAY REVEAL ADDITIONAL CONVEYANCES, EASEMENTS, OR RIGHT-OF-WAYS NOT SHOWN.
ALL PROPERTY OWNERSHIPS LISTED WHERE DEEDS WERE FOUND.

GPS GRID REFERENCE:
RTK GPS COORDINATES VERIFIED AT:
N.C.G.S. TRAVERSE STATION "KENANPORT"
COMBINED GRID FACTOR = 0.99988153
NAD 83(2011) COORDINATES:
N = 456,184.58 sFT E = 2,304,812.39 sFT

CERTIFICATE OF SURVEY & ACCURACY:

STATE OF NORTH CAROLINA --- DUPLIN COUNTY

I, JAMES SANDLIN BLANCHARD, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT:

THE GRID TIE WAS DETERMINED FROM AN ACTUAL GPS (or RTK) SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY.
CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.08 US FT
TYPE OF GPS: RTK
DATE OF SURVEY: JANUARY 14, 2017
DATUM/EPOCH: NAD83(NSRS2011)
PUBLISHED FIXED CONTROL: NC-VRS NETWORK VERIFIED AT NCGS TRAVERSE STATION "KENANPORT"
GEOID MODEL: GEOID12
COMBINED GRID FACTOR: 0.99988146
UNITS US SURVEY FEET
THIS GPS SURVEY USED MUTIPLE OCCUPATIONS OF GPS POINTS USING CARLSON SURVEY GRADE GPS UNITS, MODEL SUPER G, AND THE COORDINATES WERE OBTAINED BY NCGS RTK NETWORK ADJUSTMENTS

THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION USING THE RECORDED REFERENCES LISTED; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN;

THE RATIO OF PRECISION IS 1:10,000+;
ALL DATA OBTAINED WITH GPS METHODS AS WELL AS CONVENTIONAL METHODS ARE IN ACCORDANCE WITH A CLASS A SURVEY AS DEFINED BY TITLE 21, CHAPTER 56, SECTION .1603 OF THE N. C. ADMINISTRATIVE CODE;

THIS MAP CONFORMS TO GS 47-30 AS AMENDED.
THAT THE SURVEY IS LOCATED IN SUCH PORTION OF A COUNTY OR MUNICIPALITY THAT IS REGULATED AS TO AN ORDINANCE THAT REGULATES PARCELS OF LAND.

THIS IS A RECOMBINATION OF AN EXISTING PARCEL.
WITNESS MY ORIGINAL SIGNATURE AND SEAL.

FILED FOR REGISTRATION ON THE 2 DAY OF Aug 2019 AT 11:42:14am O'CLOCK IN BOOK NO. O, PAGE 99A

Judy Harrison by [signature] Asst.
REGISTER OF DEEDS, WAYNE COUNTY

Indexed

REVISED: PER CITY COMMENTS 7/26/2019
REVISED: ADD TRACT 7/08/2019

DATE OF SURVEY: 03/28/2018 – 04/17/2018

PROJECT#18039_WAYNE_WAYNE COUNTY_BOUNDARY_NC111 | DRAWN BY: JSB

SURVEYING, MAPPING, & PLANNING
ENGINEERING & DESIGN

JIM BLANCHARD ASSOCIATES P.C.

A PROFESSIONAL SERVICES COMPANY
"SOLUTIONS SINCE 1978"
FIRM LICENSE No.: C-2957
office: 910-296-1921
www.jimblanchardassociates.com

P. O. BOX 5
306 N. NC 11 & 903
KENANSVILLE, NORTH CAROLINA 28349

JIM BLANCHARD, PLS
COMPANY FOUNDER
CELL 910-271-0289

TOWNSHIP – GOLDSBORO
COUNTY – WAYNE
STATE OF NORTH CAROLINA

RECOMBINATION AND FINAL PLAT FOR:
WAYNE COUNTY DEVELOPMENT ALLIANCE, INC.
208 MALLOY ST. SUITE C, GOLDSBORO, NC 27534

RECORDED REFERENCES:
SOURCE TITLE
CURRENT LISTED OWNERS:
BRYAN HOLDINGS LLC
DEED BOOK. 2398 @ PAGE 147, 150

BAR SCALE (IN FEET)
0' 200' 400' 600'
1 inch = 200 ft.

JAMES SANDLIN BLANCHARD, PLS L-3454
DATE 7/26/2019
P. O. BOX 5
KENANSVILLE, NC 28349
910-296-1921

NORTH CAROLINA PROFESSIONAL SEAL L-3454 LAND SURVEYOR JAMES SANDLIN BLANCHARD

BOOK 3317 PAGE 422

Doc ID: 011654500007 Type: CRP
Recorded: 08/08/2017 at 09:03:12 AM
Fee Amt: $0.00 Page 1 of 7
WAYNE COUNTY, NC
JUDY HARRISON REGISTER OF DEEDS
BK 3317 PG 422-428

RETURN: BORDEN PARKER

7 -0-

NORTH CAROLINA
WAYNE COUNTY

OPTION AND CONTRACT

This Option and Contract made this the 4th day of August, 2017, between Bryan Holdings, LLC having a mailing address of 400 Patetown Road, Goldsboro, NC 27530 (hereinafter referred to as Seller) and Wayne County Development Alliance, a 501(c)(3) North Carolina non-profit corporation, having an address of 309 East Chestnut Street, Goldsboro, NC 27530 (hereinafter referred to as Buyer).

WITNESSETH:

WHEREAS, Buyer desires to obtain an option to purchase that certain plot, piece, or parcel of land containing approximately 118.11 acres of land as shown on Exhibit A along Patetown Road also known as NC Hwy. 111 partially in the city limits of Goldsboro, NC; and

WHEREAS, Seller owns the site and desires to grant Buyer an option to purchase the site on the terms and conditions hereinafter set forth.

NOW THEREFORE, the Seller, in consideration of the sum of One Dollar ($1.00) (hereinafter referred to as the "Initial Option Money") to it in hand paid by the Buyer, receipt of which is hereby acknowledged, does hereby give and grant unto Buyer, its successors or assigns, the exclusive right and option to purchase the site, on the terms and conditions hereinafter set forth.

1. INSPECTION. Buyer, and Buyer's agents, designees, successors and assigns (including, without limitation, any prospective third party purchaser appointed by Buyer), with Seller's reasonable cooperation, shall have the right to make all such inspections of all or any

portion of the Property as Buyer deems desirable during the Option Period. Buyer agrees to pay damages caused by lhe inspection of the property if such inspection damages crops. Buyer, or Buyer's assignee is authorized to conduct customary environmental inspection of the Property (including soil borings), and notwithstanding anything set forth herein to the contraiy, in the event of a release or similai· occurrence resulting in liability to Buyer under any environmental law, rule or regulation, Seller agrees to indemnity and hold Buyer harmless from all liabilities, claims, demands, liens, costs and expenses (including reasonable attorneys' fees) in connection therewith. Notwithstanding anything set forth herein to the contrary, Buyer shall in no event be liable to Seller or any other party for any reduction in the value of the Property caused by Buyer's discovery of any conditions or state of facts affecting the Property, such as the existence of any hazardous substances or materials on the Property.

2. OPTION PERIOD. The Option Period shall be from the date set out above and shall be for five years from that date (hereinafter referred to as the "Option Period").

3. NON REFUNDABLE DEPOSIT. Ten days after the execution of this document, the Buyer shall pay One Hundred Thousand Dollars ($100,000.00) to the Seller. This payment is non refundable, but shall be applied to the purchase price of any property purchased pursuant to this agreement. Buyer at Buyer's sole discretion may purchase portions of the property in multiple closings. Buyer shall purchase all of the property at the price set out in paragraph 6 at the end of the option period.

4. CROPS. In the event the Buyer exercises the option during a period of which the Seller has leased the site for the growing of crops, the Buyer shall be subject to the farm lease for that growing season provided however that if any crops have to be provided that if the crops are not harvested as a result of the exercise of the Option or a portion of the Option, the Seller's Tenant shall be compensated for the cost that he has in the crops, but not for any expected or anticipated profit.

5. <u>ENTRY</u>. During the Option Period or Renewal Option Period, if any, Buyer shall have access to the Site and may enter upon the Site at such times as it deems convenient for the purpose of performing soil borings, surveying, and other related purposes. If any crops are damaged during the soil borings, the Buyer shall compensate the Sellers' tenant as set out above.

6. <u>PURCHASE PRICE</u>. The purchase price for the site shall be the sum of Fifteen Thousand Dollars ($15,000.00) per acre and shall be paid in cash or by certified funds at each closing.

7. <u>CONVEYANCE UPON EXERCISE OF THE OPTION</u>. Seller must deliver fee simple title to the Site at closing by general warranty deed, free of all liens and encumbrances except real property ad valorem taxes for the current year, which shall be prorated to the date of closing, general utility easements and unviolated restrictive covenants that do not materially affect the value of the land, and such other encumbrances as may be specifically approved by Buyer. Seller shall furnish at closing an affidavit and indemnification agreement in form satisfactory to Buyer showing that all labor or materials, if any, furnished to the site within 120 days prior to the date of closing have been paid and agreeing to indemnify Buyer against all loss from any source or claim arising therefrom. Any timber located on the site on the date of closing shall become the property of Buyer at closing.

8. <u>EXPENSES AT CLOSING</u>. Buyer shall pay for the survey, recording fees, title examination and title insurance and all other fees associated with Buyer's acquisition of the site, except that Seller shall pay any necessary fees for deed preparation and revenue stamps for the purpose of enabling Seller to convey clear title to the site as specified herein.

9. <u>CLOSING DATE</u>. Closing shall be defined as the date and time of recording of the deed. Both parties agree to execute any and all documents and papers necessary in connection with closing and transfer of title within ninety (90) days of Buyer's exercise of the Option at a place and time designated by Buyer.

10. ACCESS AND UTILITY EASEMENTS. Seller shall, at any time requested by Buyer during the Option period, convey to Buyer easements over the Property for access and utilities (including easements for public rights-of-way) reasonably necessary for Buyer's construction and development of infrastructure improvements to serve the Property. Such easements, if any, shall be in a form reasonably acceptable to Buyer.

11. ASSIGNMENT. Buyer may assign the agreement to Wayne County at any time without the consent of Seller.

12. SURVIVAL. If any provisions herein contained which by its nature and effect is required to be observed, kept or performed after the closing, it shall survive the closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

13. ENTIRE AGREEMENT. This Option and Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties.

14. BINDING EFFECT. This Option and Contract shall be binding on the heirs of the parties.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by and delivered to each of the parties.

16. RESERVATION OF A PORTION OF PROPERTY BY SELLER. Seller hereby reserves up to 10 acres from the property described herein along Patetown Road also known as NC Hwy. 111 to the south of the property owned by TA Loving and Company Buyer of its intent

to retain that property up to 10 acres. It shall be the Seller's obligation to have the property surveyed at Seller's expense prior to the Buyer giving notice that it will purchase all of the balance of the property not previously purchased before the end of the option period.

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

SELLER:
BRYAN HOLDINGS, LLC

By: ______________________ (SEAL)
Stephen C. Bryan, Manager

KRYSTAL R MCKINNEY
NOTARY
PUBLIC
LENOIR COUNTY, NC

BUYER:
WAYNE COUNTY DEVELOPMENT ALLIANCE, INC.

By: ______________________ (SEAL)
Gary Smithwick, Chaiman

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

This is to certify that Stephen C. Bryan personally appeared before me this 4th day of June, 2017, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal.

Krystal R McKinney
Notary Public

My Commission Expires:
February 26th 2022

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

This is to certify that Crystal Gettys personally appeared before me this 7th day of ~~June,~~ August 2017, and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal.

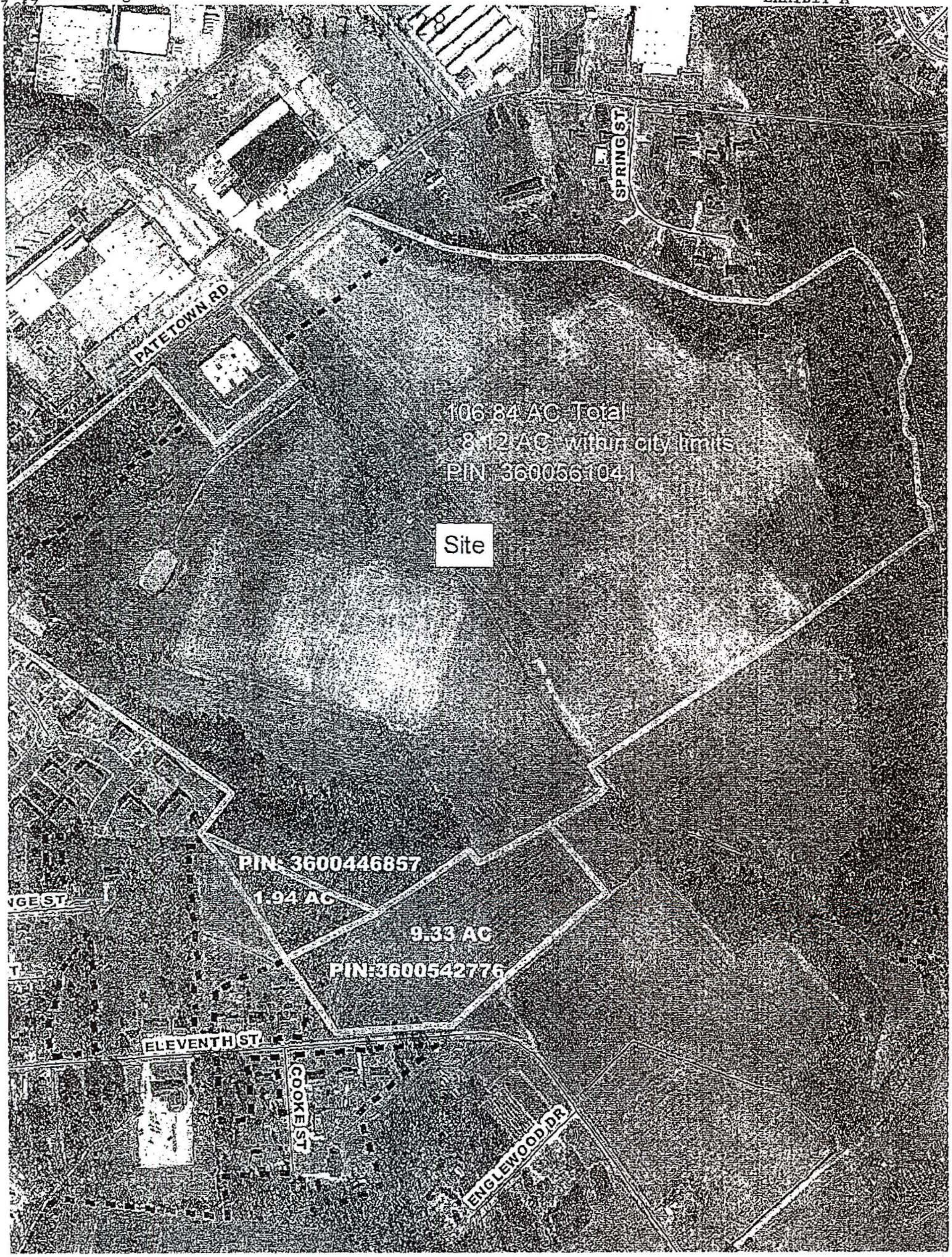
Kristie G. Parker
Notary Public

My Commission Expires:

10/1/2017

KRISTIE G. PARKER NOTARY PUBLIC WAYNE COUNTY, NC

G:\Wp51\DATA\DMA\Wayne County\bryan holdings.option and contract.wpd


SPRING ST
PATETOWN RD
106.84 AC Total
8.12 AC within city limits
PIN: 3600561041
Site
PIN: 3600446857
1.94 AC
9.33 AC
PIN:3600542776
ELEVENTH ST
COOKE ST
ENGLEWOOD DR

WAYNE COUNTY, NORTH CAROLINA

AN AGREEMENT REGARDING THE DEVELOPMENT OF AN INDUSTRIAL PARK, WAYNE COUNTY, NORTH CAROLINA

THIS AGREEMENT entered into this 6th day of June, 2017, by and between the County of Wayne, North Carolina, hereinafter called "County", the City of Goldsboro, North Carolina, hereinafter called "City" and the Wayne County Development Alliance, Inc., hereinafter called "WCDA",

WITNESSETH:

WHEREAS, County, City and WCDA wish to finance and develop an industrial park on property commonly referred to as the Bryan Property; and

WHEREAS, new industries will provide jobs for citizens of Wayne County who live both inside and outside of the City of Goldsboro; and

WHEREAS, the County has negotiated an options agreement with the property owners; and

WHEREAS, NCGS 160A-461 et. seq. authorizes two or more local government units to enter into contracts or agreements with each other in order to execute any undertaking; and

WHEREAS, County and City helped create and financially support the WCDA as a non-profit organization engaged in economic development activities;

NOW THEREFORE, it is hereby agreed by and between County, City and WCDA as follows:

1. The parties agree that the County will enter Into an Option Agreement for a five-year period with the owners of the Bryan Property for the property described in Attachment #1. Said agreement will allow the County to draw down and purchase at a pre-approved price any portion of said property at any time during the term of the Option Agreement for the purpose of developing an industrial park and selling or leasing land for industrial enterprises.
2. Prior to the expiration of the Option Agreement, the County will purchase all remaining portions of the property where the option had not been executed.
3. In addition to the property described above, the City of Goldsboro agrees that the terms of this agreement shall become applicable and effective to any contiguous property under option or purchase by Wayne County.
4. The City agrees to design and install the necessary water and sewer lines and appurtenances to service the property at its cost, minus any grants that may be obtained for this purpose.

5. The City agrees to consider on a case by case basis certain Incentives.
6. The City agrees not to annex the property. In exchange for that agreement, the County agrees to share equally with the City the general County ad valorem taxes on the real and personal property collected from said property. These shared taxes do not include any fire district taxes, street assessments, or street lighting assessments, or other future assessments for specific purposes.
7. If a company voluntarily chooses to annex its property into the City, then the sharing of the ad valorem taxes on that specific annexed property will be null and void as of the date of annexation. In addition, the City agrees that it would offer the annexed company the same incentive policy as that offered by the County.
8. The expenses for components of the park development shall be borne as follows:
   a) Land Expense County
   b) Interior roads, curb, gutter, and drainage County
   c) Exterior Road Improvements required by NCDOT County
   d) Water and Sewer Expense City
   e) Other utilities will be provided by those utility companies, or deducted from the proceeds of the land sale profits.
9. The County, City and WCDA agree to assist each other in the application for and administration of any grants, direct state and federal appropriations, or other sources of funding that might reduce the development costs of the park.
10. The proceeds from any and all land sales to industrial prospects shall be distributed as follows:
    a) The County's finance director shall be responsible for recording the costs of land acquisition and all improvement expenses to develop the park. This shall include tracking the source of the funds expended by either the City or County. The steps for distribution will be:
       1) Upon the sale of a lot to an industrial prospect, the County shall be reimbursed the cost of the land it paid the property owner under the Option Agreement.
       2) The County and City shall split any remaining profits from the land sale on a prorata basis that each entities' expenses represent of the total cost of development not including the purchase of the park land. In determining those expenses, both the County and City shall include the following costs:
          a) Engineering, surveying, and other required professional services directly related to installation of the infrastructure.
          b) Advertising and legal costs for bidding.
          c) Construction expenses.
          d) Inspection expenses.
       3) The parties recognize that if the park is developed in phases, the proration of expenses may change as more expenses are added by one or both parties.
       4) The intent of this profit sharing is to reimburse the costs of development to the greatest extent possible. However, the parties acknowledge that reduction in land pricing may be used as an incentive to attract an industrial prospect, so there may not be sufficient profits from the park to offset all the costs of development. All parties are represented on the WCDA, and therefore will have input into those incentive decisions.
       5) In the event that profits from land sales are sufficient to pay the County's and City's prorated shares of development expenses, any additional profits shall be remitted to the WCDA for the development of future economic development product such as industrial park land or a shell building.
11. By executing this agreement, each party to this agreement hereby certifies that it is, and will remain in compliance with the E Verify program operated by the United States Department of Homeland Security and other federal agencies, as required by North Carolina General Statutes regarding contracts and agreements.

12. By executing this agreement, each party to this agreement hereby certifies that as of the date of this agreement, it is not listed on the Final Iran Divestment List created by the NC State Treasurer pursuant to NCGS 143-6A-4.
13. This agreement shall apply to any contiguous property purchased by the County for Industrial Park or Industrial Development purposes.
14. This Interlocal agreement is authorized under NCGS 160A-460 through -466, and must be approved by written resolution of all governing bodies. It shall be governed and interpreted under the laws of the State of North Carolina. It may only be amended by mutual agreement of the parties, with said amendment being approved by further resolutions of all governing bodies.

This agreement represents the entire agreement of the parties, and no party may rely on any other considerations or understandings not set out in this agreement. All signatories to this agreement attest that they are fully authorized by their respective entities to execute this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year first above written.

William H. Pate, Chairman
Wayne County, NC Board of Commissioners

ATTEST:
Carol Bowden
County Clerk to the Board

CERTIFICATION:

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

Allison W. Speight
Allison Speight
Wayne County Finance Director

Date: 6-12-17

Chuck Allen, Mayor
City of Goldsboro, NC

ATTEST:
Melissa Corser
City Clerk

CERTIFICATION:

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

Kaye Scott
Kaye Scott
City of Goldsboro Finance Director

Date: 6-13-17

Robert Kornegay, Chairman
Wayne County Development Alliance, Inc.

ATTEST:
Crystal Gettys
President

Attachment D

Bid Opening
Goldsboro Industrial Site
6/9/2022 14:00

Present at Opening: Noelle Woods
Craig Foucht

VENDOR	Contact Name	Notes	Bid Price
Allen Granding	Cal Reese		$2,488,000.00
P.O. Box 1858	cal@allengrading.com		
Goldsboro, NC 27533	919-731-8105		
Fred Smith Co.			$2,193,555.00
701 Corp Center Drive			
Suite 101, Raleigh NC 27607			
Barbour Brothers			$3,810,000.00
P.O. Box 95			
Pikeville, NC 27863			
Hine Site Work	Neil Hine		$3,454,700.00
P.O. Box 1275	919-736-8990		
Goldsboro, NC 27533			

womblebonddickinson.com

WOMBLE
BOND
DICKINSON

Womble Bond Dickinson (US) LLP

555 Fayetteville Street
Suite 1100
Raleigh, NC 27601

t: 919.755.2100
f: 919.755.2150

Jennifer Distefano
Paralegal
Direct Dial: 919-755-8132
Direct Fax: 919-755-6168
E-mail: jennifer.distefano@wbd-us.com

June 24, 2022

VIA EMAIL TRANSMISSION

News-Argus
legals@newsargus.com
Attn.: Legal Advertising Department

Re: Publication of Notice of Public Hearing for the County of Wayne, North Carolina

Dear Sir or Madam:

Please publish the attached Notice of Public Hearing once in the News-Argus on Wednesday, June 29, 2022.

Please scan and e-mail a copy of the proof of the Notice of Public Hearing to me after the type has been set, but prior to publication, for my review.

After the Notice of Public Hearing has been published, please provide me with four publisher's affidavits, with printed clippings attached, evidencing such publication.

The invoice for such publication should be forwarded to:

Allison W. Speight
Finance Director
County of Wayne
224 E. Walnut Street
Goldsboro, North Carolina 27530
Telephone: (919) 731-1437

Thank you for your assistance and please do not hesitate to contact me if you have any questions.

Very truly yours,

WOMBLE BOND DICKINSON (US) LLP

Jennifer Distefano

Attachment

cc: Allison W. Speight (via e-mail)
Carol Bowden (via e-mail)

TO THE PUBLISHER OF THE NEWS-ARGUS:

Please publish the following once in the News-Argus on Wednesday, June 29, 2022:

NOTICE OF PUBLIC HEARING

The Board of Commissioners for the County of Wayne, North Carolina (the "County") has determined to consider whether to enter into an installment financing agreement (the "Agreement") under Section 160A-20 of the General Statutes of North Carolina for the purpose of paying a portion of the costs of (a) acquiring, constructing and equipping a new elementary school to be known as Fremont Elementary School and (b) constructing and equipping an improvement project on the campus of Wayne Community College known as the Industrial Technology and Engineering Building (collectively, the "Project"). The County would be obligated to pay debt service or installment payments under the Agreement in an aggregate principal amount not to exceed $18,000,000, together with interest thereon. If the County enters into the Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on the site of the new elementary school (the "Site"), together with all improvements and fixtures located or to be located thereon. In addition, in connection with the proposed plan of finance, the Site has been or will be conveyed by the Wayne County Board of Education to the County, then leased back to the Wayne County Board of Education to be used for school purposes, which lease would be subordinate to the lien created by the deed of trust.

Section 160A-20 of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the Agreement. Section 153A-158.1 of the General Statutes of North Carolina requires that the County hold a public hearing relating to the acquisition of the Site by the County to be used for school purposes.

Please take notice that the Board of Commissioners for the County will conduct a public hearing in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:15 a.m. on July 12, 2022, at which time any person may be heard regarding the proposed Agreement and the acquisition of the Site by the County.

Any person wishing to comment in writing regarding the proposed Agreement or the proposed acquisition of the Site by the County should do so prior to July 12, 2022 to the County of Wayne, North Carolina, 224 East Walnut Street, Goldsboro, North Carolina 27530, Attention: Carol Bowden, Clerk to the Board of Commissioners.

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

The Board of Commissioners for the County of Wayne, North Carolina met in a recessed regular meeting in the Commissioners' Meeting Room in the Wayne County Courthouse Annex located at 224 East Walnut Street in Goldsboro, North Carolina, the regular place of meeting, at 9:00 a.m. on July 12, 2022.

Present: Chair Joe Daughtery, presiding, and Commissioners Wayne Aycock, Barbara Aycock, Bevan Foster, Chris Gurley, and Antonio Williams

Absent: Commissioners Freeman Hardison, Jr.

Also present: Staff and members of the public.

* * * * * *

At 9:15 a.m. the Chair announced that this was the hour and day of the public hearing on an installment financing agreement (the "Agreement") to be entered into by the County of Wayne, North Carolina (the "County") pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended (the "Act"), for the purpose of paying a portion of the costs of (a) acquiring, constructing and equipping a new elementary school to be known as Fremont Elementary School and (b) constructing and equipping an improvement project on the campus of Wayne Community College known as the Industrial Technology and Engineering Building (collectively, the "Project"). The County would be obligated to pay debt service or installment payments under the Agreement in an aggregate principal amount not to exceed $18,000,000, together with interest thereon.

If the County enters into the Agreement, it will secure its obligations thereunder by executing and delivering a deed of trust granting a lien on the site of the new elementary school (the "Site"), together with all improvements and fixtures located or to be located thereon. In addition, in connection with the proposed plan of finance, the Site has been or will be conveyed by the Wayne County Board of Education to the County, then leased back to the Wayne County Board of Education to be used for school purposes, which lease would be subordinate to the lien created by the deed of trust.

Section 160A-20(g) of the General Statutes of North Carolina requires that the County hold a public hearing prior to entering into the Agreement. Section 153A-158.1 of the General Statutes of North Carolina requires that the County hold a public hearing on the acquisition of the site of the Project by the County to be used for school purposes.

The Chair acknowledged due publication of the notice of public hearing in a newspaper with a general circulation in said County and directed the Clerk to the Board of Commissioners to attach the affidavit showing publication in said newspaper on a date at least ten (10) days prior to the date hereof as Exhibit A.

The Chair then announced that the Board of Commissioners would immediately hear anyone who might wish to be heard on the proposed Agreement or the acquisition of the site of the Project by the County as described above.

A list of all persons making comments and a summary of such comments are attached as Exhibit B.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the Board of Commissioners.

Thereupon, Antonio Williams introduced the following resolution the title of which was read and a copy of which had been distributed to each Commissioner:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE A PORTION OF THE COSTS OF THE CONSTRUCTION OF FREMONT ELEMENTARY SCHOOL AND CERTAIN IMPROVEMENTS TO WAYNE COMMUNITY COLLEGE; REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING

BE IT RESOLVED by the Board of Commissioners (the "Board") for the County of Wayne, North Carolina (the "County") as follows:

Section 1. The Board does hereby find and determine as follows:

(a) The Wayne County Board of Education has requested the Board to consider financing a portion of the costs of acquiring, constructing and equipping a new elementary school to be known as Fremont Elementary School (the "School Project").

(b) The Board of Trustees of Wayne Community College has requested the Board to consider financing a portion of the cost of constructing and equipping an improvement project on the campus of Wayne Community College known as the Industrial Technology and Engineering Building (the "Community College Project" and, together with the School Project, the "Project").

(c) After a public hearing thereon, the County has determined to enter into an installment financing agreement (the "Agreement") with a financial institution selected by the County through a requests for proposals process (the "Lender") pursuant to which the Lender will advance to the County amounts sufficient, together with any other available funds, to pay the costs of the Project, together with associated financing costs, and the County will repay the advancement in installments, with interest (the "Installment Payments"). In order to secure its obligations under the Agreement, the site of the School Project (the "Site") has been or will be conveyed to the County and the County will execute and deliver a deed of trust (the "Deed of Trust") granting a lien on the Site, together with all improvements and fixtures located and to be located thereon. The Site will be leased by the County to the Board of Education pursuant to a Lease Agreement, dated as of October 5, 2021, as amended by Amendment No. 1 to the Lease Agreement as provided by this resolution (the original Lease Agreement of October 5, 2021, as amended by Amendment No. 1 to the Lease Agreement as herein provided, is referred to herein collectively as the "Lease Agreement"). The Lease Agreement will be subordinate to the lien created by the Deed of Trust. The County and the Board of Education have agreed, pursuant to the agreement entitled "Funding Agreement to Accommodate the NC Lottery Grant for Fremont Elementary School" dated September 21, 2021 (the "Original Funding Agreement"), for the oversight of the construction and acquisition of the School Project by the Board of Education. In connection with entering into the Agreement, the County and the Board of Education will amend and restate the Original Funding Agreement in the form of the Amended and Restated Funding Agreement to Accommodate the NC Lottery Grant for Fremont Elementary School, to be dated as of the date of delivery thereof (the "Amended and Restated Funding Agreement"), to update certain terms of the Original Funding Agreement.

(d) Entering into the Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the County does not have the constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the County has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the Project without an election; (ii) the nature of the Project is such that a revenue bond financing under The State and Local Government Revenue Bond Act is not feasible; (iii) the cost of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the circumstances existing require that funds be available to acquire the Project as soon as practicable and the time required for holding an election for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution and the Local Government Bond Act will delay the acquisition, construction and equipping of the Project; and (v) proceeding with this financing arrangement will enable the County to finance the costs of the Project in the current favorable interest rate environment.

(e) It has been determined by the Board that the cost of financing the Project through an installment financing agreement is reasonably comparable to the costs of issuing general obligation bonds or notes or other available methods of financing and is acceptable to the Board.

(f) Counsel to the County will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(g) The debt management policies of the County have been carried out in strict compliance with law, and the County is not in default under any obligation for repayment of borrowed money.

(h) Any tax rate increase anticipated to be necessary to pay the Installment Payments will be reasonable.

Section 2. The Board of Commissioners hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Agreement and requests the Local Government Commission to approve of the Agreement and the proposed financing in connection therewith.

Section 3. Following the public hearing on the acquisition of the Site by the County to be used for school purposes as required by Section 153A-158.1 of the General Statutes of North Carolina, the Board hereby ratifies and approves the acceptance by the County of a portion of the Site by the County. The Board hereby approves the acceptance by the County of additional property to be added to the Site in connection with the financing approved hereby (said original property and the additional property to be leased to the Board of Education for use as a school pursuant to the Lease Agreement).

Section 4. There has been presented to the Board at this meeting drafts of the Agreement and the Deed of Trust. The Board hereby approves the Agreement and the Deed of Trust in substantially the forms presented at this meeting. The Chair or Vice Chair of the Board, the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver on behalf of the County each of said documents in substantially the forms presented at this meeting, containing such insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board for the County is hereby authorized and directed to affix the official seal of the County to each of said documents and to attest the same.

There has also been presented to the Board at this meeting drafts of Amendment No. 1 to the Lease Agreement between the County and the Board of Education, which instrument will make certain amendments to the October 2021 lease agreement relating to the Site ("Amendment No. 1 to the Lease Agreement") and the Amended and Restated Funding Agreement. The Board hereby approves Amendment No. 1 to the Lease Agreement and the Amended and Restated Funding Agreement in substantially the forms presented at this meeting. The Chair or Vice Chair of the Board, the County Manager and the Finance Director of the County are each hereby authorized to execute and deliver Amendment No. 1 to the Lease Agreement and the Amended and Restated Funding Agreement on behalf of the County in substantially the forms presented at this meeting, containing such insertions, deletions and filling in of blanks as the person executing such documents shall approve, such execution to be conclusive evidence of approval by the Board of any such changes. The Clerk to the Board or any Deputy or Assistant Clerk to the Board for the County is hereby authorized and directed to affix the official seal of the County to said documents and to attest the same.

Section 5. The principal amount to be financed under the Agreement is being determined by the Board concurrently herewith or, if not so determined, shall be determined by the County Manager prior to the execution and delivery of the Agreement as the amount required, together with other available funds, to pay the costs of the Project and costs related to the execution and delivery of the Agreement, provided that the principal amount financed may not exceed \$18,000,000. In addition, no more than \$15,000,000 of the amount financed under the Agreement may be used to pay costs of the School Project (including financing costs) without the approval of the Board.

The County shall repay the advancement in installments due in the amounts and at the times set forth in the Agreement. The payments of the Installment Payments shall be designated as principal and interest as provided in the Agreement. The interest rate payable under the Agreement shall not exceed 6% per annum (subject to adjustment as provided in the Agreement), and the final Installment Payment due under the Agreement shall not be later than December 1, 2042.

Section 6. No deficiency judgment may be rendered against the County in any action for breach of any contractual obligation authorized pursuant to the Agreement and the taxing power of the County is not and may not be pledged directly or indirectly to secure any moneys due under the Agreement herein authorized.

Section 7. The Chair or Vice Chair of the Board, the County Manager, the Finance Director, the County Attorney, the Clerk to the Board, and any other officers, agents and employees of the County, are hereby authorized and directed to execute and deliver such closing certificates, opinions and other items of evidence as shall be deemed necessary to consummate the transactions described above. The officers, agents and employees of the County are also hereby authorized and directed to do all acts and things required of them by the provisions of this resolution, the Agreement, the Deed of Trust and the Lease Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 8. This resolution shall take effect immediately upon its passage.

Upon motion of Commissioner Antonio Williams, seconded by Commissioner n/a, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING AN INSTALLMENT FINANCING AGREEMENT TO FINANCE A PORTION OF THE COSTS OF THE CONSTRUCTION OF FREMONT ELEMENTARY SCHOOL AND CERTAIN IMPROVEMENTS TO WAYNE COMMUNITY COLLEGE; REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH INSTALLMENT FINANCING AGREEMENT, A DEED OF TRUST AND RELATED DOCUMENTS IN CONNECTION WITH THE FINANCING" was adopted by the following vote:

Ayes: Daughtery, W. Aycock, B. Aycock, Foster, Gurley, and Williams.

Noes: None

* * * * * *

I, Carol Bowden, Clerk to the Board of Commissioners for the County of Wayne, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners for said County at a recessed regular meeting held on July 12, 2022, as relates in any way to the holding of a public hearing and the adoption of the foregoing resolution relating to an installment financing agreement to finance public school and community college improvements for said County.

I DO HEREBY FURTHER CERTIFY that proper notice of such recessed regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said County this 12th day of July, 2022.

Carol Bowden

Clerk to the Board of Commissioners

[SEAL]

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

EXHIBIT A

[Attach publisher's affidavit for notice of public hearing]

EXHIBIT B

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

Ted Cole with Davenport discussed the RFP for banks. Truist is recommended. LGC would not approve WCC project due to timing.
LGC scheduled for 8/2/2022.

Summary of Bids – 2022 IFA

Wayne County, North Carolina

WAYNECOUNTY
THE GOOD LIFE. GROWN HERE.

July 12, 2022

Summary of Projects

Fremont Elementary School and WCC CITE Building

Fremont Elementary School

	Amount
Total Cost to Construct (Daniels and Daniels GMP)	35,705,418.16
A&E Fees (Pinnacle Flat Fee)	1,500,000.00
Playground Allowance	250,000.00
Owner's Contingency	394,581.84
Additional Land Purchase	65,000.00
Pre-Construction Costs (Daniels and Daniels)	175,251.00
Total	**38,090,251.00**
Less: Board of Education Funding	(65,000.00)
Less: School Restricted Sales Tax Reimbursement	(175,251.00)
Less: Needs Based Public School Capital Fund Grant	(24,000,000.00)
Net County Project Funding	**13,850,000.00**

**Note: Financing Costs will be added to the Net County Project Funding when determining the final borrowing amount.*

- The above figures are based upon a Guaranteed Maximum Price provided by Daniels and Daniels Construction on 6/14/2022.
- The County may receive $6,000,000 in additional Needs Based Public School Capital Fund Grant money that is contingent on state budget approval.
  - This would allow the County to reduce its Net Project Funding amount to $7,850,000 either in advance of or following loan closing.

Wayne Community College CITE Building

	Amount
Construction of New Facility	12,199,360.00
Renovation of Existing Facility	3,909,979.00
Total	**16,109,339.00**
Less: State SCIF Grant	(9,149,360.00)
Less: Wayne Community College Foundation	(1,800,000.00)
Less: Other Grants / Donations / Allocations	(2,159,979.00)
Net County Project Funding	**3,000,000.00**

- The Guaranteed Maximum Price supported by subcontractor bids is expected to be in hand in approximately March 2023.

Bank Loan RFP Overview

- An RFP for a Direct Bank Loan financing was distributed on June 17, 2022 to over 50 National, Regional and Local lending institutions to fund the new Fremont Elementary School ($13.85 Million) and a Community College project ($3.0 Million). After the initial distribution, Davenport reached out to the potential bidders to assess their interest in the financing and address any questions they had.

- Responding institutions were asked to provide proposals for an Installment financing to be secured by a Deed of Trust on the new Fremont Elementary School in an amount of approximately $18.0 million with options for both a 15 and 20-year term.

- Through the process, the County received five proposals from the following banks, with interest rates that ranging 2.93% to 3.74% for 15 years and from 2.97% to 3.94% for 20 years:
  - Capital One Public Funding, LLC;
  - Signature Public Funding Corp;
  - TD Bank;
  - Truist;
  - Webster Bank;

- Subsequent to the RFP process, the LGC has indicated that due to the current project schedule, the Community College project will not be considered for approval at this time.

- Based upon our review of the interest rates received and associated prepayment penalties, Truist Bank's proposal provided the lowest interest rate that was fixed through the life of the loan, locked in at its current rate for closing in mid-August and provided future prepayment flexibility.

- The remainder of this presentation will focus on the Truist Proposal and a project funding amount of $13.85 Million.
  - A summary of the proposals received along with a more in depth analysis of the lowest interest rate proposals is included in the appendix.

Summary of Truist Proposal

Truist Proposal Summary

	Lender	Truist Bank	
	TRUIST	TRUIST	
	Term	15 Years	20 Years
1	Interest Rate	2.990%	3.230%
2	Prepayment Language	Option A: Prepayable in whole at any time with a 1.0% prepayment penalty. *OR* Option B: Noncallable for the first half of the term and callable at par thereafter.	
3	Rate Expiration	August 22nd	
4	Escrow / Project Fund	-Truist will require that all proceeds will be deposited in a Project Fund with Truist and requisitioned as needed.	
5	Bank Fees	$7,500	
6	Credit Approval	Fully Approved	
7	Lender's Counsel	Pope Flynn, LLP (Matt Davis)	
8	Other Considerations	-No Title Insurance will be required. -Will allow for a one-time extraordinary partial prepayment from Grant Funds.	

Debt Service Summary ($13.85 Million Project Amount)

	Term	15 Years	20 Years	Difference
1	Rate	2.99%	3.23%	-0.24%
2				
3	FY		Debt Service	
4	2024	1,332,510	1,131,578	200,932
5	2025	1,323,195	1,129,041	194,154
6	2026	1,295,298	1,106,431	188,867
7	2027	1,266,402	1,082,821	183,581
8	2028	1,238,535	1,060,243	178,292
9	2029	1,210,668	1,037,666	173,003
10	2030	1,182,801	1,015,088	167,713
11	2031	1,154,934	992,510	162,424
12	2032	1,127,068	969,932	157,135
13	2033	1,099,201	947,355	151,846
14	2034	1,071,334	924,777	146,557
15	2035	1,043,467	902,199	141,268
16	2036	1,015,600	879,622	135,979
17	2037	987,734	857,044	130,690
18	2038	959,867	834,466	125,401
19	2039	-	811,889	(811,889)
20	2040	-	789,311	(789,311)
21	2041	-	766,733	(766,733)
22	2042	-	744,155	(744,155)
23	2043	-	721,578	(721,578)
24	**Total**	**$ 17,308,614**	**$ 18,704,437**	**$ (1,395,824)**

* Preliminary and subject to change.

Recommendation and Next Steps

Recommendation

- Based upon our review of the proposals, related analyses, and discussions with County Staff and Bond Counsel, Davenport recommends that the County select the Truist 15-year proposal with a 1.0% prepayment penalty. The Truist proposal provides the lowest interest rate locked in through the term while maintaining the flexibility to prepay the loan at any time in the future. While the 20-year option provides for the lowest annual debt service payments, the County's projected School Debt Affordability model will support a 15-year financing, and the shorter term will provide for approximately $1.4 Million in Debt Service Savings over the life of the loan.

Next Steps

Date	Task
July 12th at 9:00am	Board of Commissioners Special Meeting ▪ County Board holds a Public Hearing ▪ County Board selects winning Bank Lender ▪ County Board considers adopting a resolution approving the financing
July 20th	County Board of Education Special Meeting – Board of Education considers adopting a Resolution to approve conveyance of all Fremont Property to the County – Board of Education considers approval of Amendment to Lease Agreement
August 2nd	LGC considers approving the financing
By August 22nd	Close on Direct Bank Loan

Appendix

Detailed Bid Summary

Summary of Interest Rates

Bank Proposals

	A Lender	B Call Provisions	C Option 1 (15 Years)	D Option 2 (20 Years)
1	Capital One Public Funding, LLC[1]	Option 1: Noncallable until 8/1/2030, callable at par thereafter Option 2: Noncallable until 8/1/2032, callable at par thereafter	3.740%	3.940%
2	Signature Public Funding Corp.[2]	Prepayable in whole on any payment date with a one percent prepyament penalty	3.455%	-
3	TD Bank[3]	Option A: Prepayable in whole or in part subject to a "Make Whole Call" Option B: Prepayable in whole or in part at par on or after August 1, 2025	Option A: 2.930% Option B: 3.180%	Option A: 2.970% Option B: 3.220%
4	Truist Bank	Option A: Prepayable in whole at any time with a 1.0% prepayment penalty. Option B: Noncallable for the first half of the term and callable at par thereafter.	2.990%	3.230%
5	Webster Bank	Not prepayable in years 1-5, prepayable on any payment date with a 1.0% prepayment penalty in years 6-7 and prepayable at par thereafter	3.110%	3.350%

[1] COPF shall lock the rate when the Borrower provides a final debt service schedule and firm closing date. On such date (the "Lock Date"), the final interest rate on the Loan shall be determined by observing the then-yielding 10-year U.S. Treasury note (ticker USGG10YR on Bloomberg, the "Benchmark Rate") and comparing it to its yield of 2.95% (the "Base Date Rate") on July 7, 2022 (the "Base Date"). On the Lock Date, if the Benchmark Rate remains between 2.90% and 3.00% (i.e. within the "Collar"), there shall be no changes to the Loan rates quoted above. However, if the Benchmark Rate is above 3.00% or below 2.90% on the Lock Date, the Loan rate shall be adjusted by one basis point up or down for every basis point the Benchmark Rate is outside the Collar.

[2] If funding does not take place by August 5, 2022, then the Interest Rate may be adjusted based on changes in average life Swap Rate in effect on any of the three (3) days prior to the actual closing date.

[3] The interest rate will be fixed through Closing provided that the Borrower returns a signed copy of this Term Sheet to the Bank. At the time of notification of award to the Bank (which will be subject to approval by both the County Board and the LGC) if the 7 year rate (for the 15-year option) or 10 year rate (For the 20-year option) as posted on the FHLB Boston's webpage has moved more than 5 bps from the rate as of July 7, 2022, the Interest Rate will be subject to adjustment.

Summary of Bids

TD Bank & Truist Bank

A	B		C	
Lender	TD Bank		Truist Bank	
Term	15 Years	20 Years	15 Years	20 Years
1 Interest Rate[1]	Option A: 2.930% Option B: 3.180%	Option A: 2.970% Option B: 3.220%	2.990%	3.230%
2 Prepayment Language	Option A: Prepayable in whole or in part subject to a "Make Whole Call" Option B: Prepayable in whole or in part at par on or after August 1, 2025		Option A: Prepayable in whole at any time with a 1.0% prepayment penalty. Option B: Noncallable for the first half of the term and callable at par thereafter.	
3 Acceptance / Rate Expiration	- / Determined upon Rate Lock[2]		- / August 22nd	
4 Escrow / Project Fund	-TD Bank will prefer to have the funds placed into an account with the Bank that the County can draw from periodically per a requisition stating no default and that the funds are being used for project costs.		-Truist will require that all proceeds be deposited in a Project Fund with Truist. The borrower will be required to submit a reuisition request for each draw from the project fund.	
5 Bank Fees	Estimated $10,000 Not-to-Exceed $12,500		$7,500	
6 Credit Approval	Subject to Final Credit Approval		Fully Approved	
7 Lender's Counsel	Parker Poe Adams & Bernstein LLP (Brandon Lewisohn)		Pope Flynn, LLP (Matt Davis)	
8 Other Considerations	-The Bank will require a Title Insurance Policy. -If the County elects Option B for the prepayment provisions, the Bank would be willing to modify the prepayment such that $6mm could be prepaid at par at anytime with the appropriate notice, and the remaining balance would be subject to the prepayment period as defined in the term sheet. For the 20-Year Option, downgrade in the Borrower's unenhanced general obligation debt rating below Baa1/BBB+/BBB+ by either Moody's, Standard & Poor's or Fitch would result in Default.		-The Bank will require a detailed property description and a GIS Map of the property being pledged. No Title Insurance or Survey is required. -Would allow for a single partial prepayment with funds received from the Needs Based Public School Capital Fund grant if commitment for the funding occurs after the loan closing.	

[1] The rates provided for TD Bank are indicative and will reset daily. The interest rate will be fixed upon receipt of the signed Term Sheet.

[2] When the interest rate is locked, the County and Bank will have to pick a formal Closing Date. The Bank will then have a couple weeks of flexibility around that date for the rate to be held firm.

Debt Service Comparison ($13.85 Million Project)

TD Bank & Truist Bank

		Option 1: 15 Year Term			Option 2: 20 Year Term			Planning Model
	A	B	C	D	E	F	G	H
	Lender	TD Bank		Truist	TD Bank		Truist	As of 6/2/2022
1	Call Provisions	Make-Whole Call	3-Year Par Call	1.0% Penalty at any Time *OR* Callable at Par for the Second Half of the Term	Make-Whole Call	3-Year Par Call	1.0% Penalty at any Time *OR* Callable at Par for the Second Half of the Term	
2	**Sources**							
3	Par Amount*	$ 14,010,000	$ 14,010,000	$ 13,983,000	$ 14,010,000	$ 14,010,000	$ 13,983,000	$ 17,000,000
4	**Total**	**$ 14,010,000**	**$ 14,010,000**	**$ 13,983,000**	**$ 14,010,000**	**$ 14,010,000**	**$ 13,983,000**	
5								
6	**Uses**							
7	Project Fund*	$ 13,850,000	$ 13,850,000	$ 13,850,000	$ 13,850,000	$ 13,850,000	$ 13,850,000	
8	Cost of Issuance*	125,000	125,000	125,000	125,000	125,000	125,000	
9	Bank Fees	10,000	10,000	7,500	10,000	10,000	7,500	
10	Estimated Real Estate Costs	25,000	25,000	-	25,000	25,000	-	
11	Additional Proceeds	-	-	500	-	-	500	
12	**Total**	**$ 14,010,000**	**$ 14,010,000**	**$ 13,983,000**	**$ 14,010,000**	**$ 14,010,000**	**$ 13,983,000**	
13								
14	Interest Rate*	2.9300%	3.1800%	2.9900%	2.9700%	3.2200%	3.2300%	4.5000%
15								
16	Closing Date*	8/17/2022	8/17/2022	8/17/2022	8/17/2022	8/17/2022	8/17/2022	Spring 2023
17	First Interest Payment	8/1/2023	8/1/2023	8/1/2023	8/1/2023	8/1/2023	8/1/2023	Fall 2023
18	First Principal Payment	8/1/2023	8/1/2023	8/1/2023	8/1/2023	8/1/2023	8/1/2023	Spring 2024
19	Final Maturity	8/1/2037	8/1/2037	8/1/2037	8/1/2042	8/1/2042	8/1/2042	Spring 2043
20								
21	**Debt Service***							
22	**Fiscal Year**	**Debt Service**	**Debt Service**	**Debt Service**	**Debt Service**	**Debt Service**	**Debt Service**	**Debt Service**
23	2024	1,326,249	1,359,717	1,332,510	1,098,604	1,132,072	1,131,578	1,806,250
24	2025	1,317,127	1,349,817	1,323,195	1,096,277	1,129,550	1,129,041	1,576,750
25	2026	1,289,761	1,320,116	1,295,298	1,075,458	1,106,978	1,106,431	1,538,500
26	2027	1,262,394	1,290,414	1,266,402	1,054,638	1,084,405	1,082,821	1,500,250
27	2028	1,235,028	1,260,713	1,238,535	1,033,818	1,061,833	1,060,243	1,462,000
28	2029	1,207,662	1,231,012	1,210,668	1,012,999	1,039,261	1,037,666	1,423,750
29	2030	1,180,296	1,201,311	1,182,801	992,179	1,016,689	1,015,088	1,385,500
30	2031	1,152,930	1,171,610	1,154,934	971,359	994,117	992,510	1,347,250
31	2032	1,125,563	1,141,908	1,127,068	950,539	971,544	969,932	1,309,000
32	2033	1,098,197	1,112,207	1,099,201	929,720	948,972	947,355	1,270,750
33	2034	1,070,831	1,082,506	1,071,334	907,900	925,400	924,777	1,232,500
34	2035	1,043,465	1,052,805	1,043,467	887,110	902,860	902,199	1,194,250
35	2036	1,016,099	1,023,104	1,015,600	866,320	880,320	879,622	1,156,000
36	2037	988,732	993,402	987,734	845,530	857,780	857,044	1,117,750
37	2038	961,366	963,701	959,867	824,740	835,240	834,466	1,079,500
38	2039	-	-	-	803,950	812,700	811,889	1,041,250
39	2040	-	-	-	783,160	790,160	789,311	1,003,000
40	2041	-	-	-	762,370	767,620	766,733	964,750
41	2042	-	-	-	741,580	745,080	744,155	926,500
42	2043	-	-	-	720,790	722,540	721,578	888,250
43	Total	$ 17,275,700	$ 17,554,343	$ 17,308,614	$ 18,359,040	$ 18,725,121	$ 18,704,437	$ 25,223,750
44								
45	Difference from TD Make-Whole Option	-	278,643	32,914	-	366,081	345,397	6,864,710
46								
47	Difference from Truist Bank	(32,914)	245,730	-	(345,397)	20,684	-	6,519,313

* Preliminary and subject to change.

The rates provided for TD Bank are indicative and will reset daily. The interest rate will be fixed upon receipt of the signed Term Sheet.

Debt Service Comparison

Truist Options

	A	B	C	D
		$13.85 Million Project		
	Lender	Truist		
1	Term	15 Years	20 Years	Difference
2	**Sources**			
3	Par Amount*	$ 13,983,000	$ 13,983,000	
4	**Total**	**$ 13,983,000**	**$ 13,983,000**	
5				
6	**Uses**			
7	Project Fund*	$ 13,850,000	$ 13,850,000	
8	Cost of Issuance*	125,000	125,000	
9	Bank Fees	7,500	7,500	
10	Estimated Real Estate Costs	-	-	
11	Additional Proceeds	500	500	
12	**Total**	**$ 13,983,000**	**$ 13,983,000**	
13				
14	Interest Rate*	2.9900%	3.2300%	
15				
16	Closing Date*	8/17/2022	8/17/2022	
17	First Interest Payment	8/1/2023	8/1/2023	
18	First Principal Payment	8/1/2023	8/1/2023	
19	Final Maturity	8/1/2037	8/1/2042	
20				
21	**Debt Service***			
22	**Fiscal Year**	**Debt Service**	**Debt Service**	**Debt Service**
23	2024	1,332,510	1,131,578	200,932
24	2025	1,323,195	1,129,041	194,154
25	2026	1,295,298	1,106,431	188,867
26	2027	1,266,402	1,082,821	183,581
27	2028	1,238,535	1,060,243	178,292
28	2029	1,210,668	1,037,666	173,003
29	2030	1,182,801	1,015,088	167,713
30	2031	1,154,934	992,510	162,424
31	2032	1,127,068	969,932	157,135
32	2033	1,099,201	947,355	151,846
33	2034	1,071,334	924,777	146,557
34	2035	1,043,467	902,199	141,268
35	2036	1,015,600	879,622	135,979
36	2037	987,734	857,044	130,690
37	2038	959,867	834,466	125,401
38	2039	-	811,889	(811,889)
39	2040	-	789,311	(789,311)
40	2041	-	766,733	(766,733)
41	2042	-	744,155	(744,155)
42	2043	-	721,578	(721,578)
43	Total	$ 17,308,614	$ 18,704,437	$ (1,395,824)

* Preliminary and subject to change.

School Funding Agreement Cash Flow Analysis

School Debt Service and Capital – Existing and Proposed Debt and Pay-Go

15-Year Truist Proposal; $13.85 Million Project

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
	Debt Service Requirements					Revenue Available for DS							Debt Service Cash Flow Surplus (Deficit)					
FY	Existing Debt Service	CIP Debt Service	School Pay-as-you-go[1,6]	Other Pay-as-you-go[2]	Total	Restricted Sales Tax[3]	Lottery Dedicated to Debt Service[4]	Edgewood Community School Savings	QSCB Subsidy[5]	Fremont STARS Funds[6]	County Required Contribution	Total Revenues Available	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	School Sales Tax Capital Reserve Fund Balance[7]
																		1,218,337
2023	5,958,929	-	2,407,319	749,918	9,116,166	6,988,550	1,275,000	527,000	612,479	407,319	-	9,810,348	694,182	-	-	694,182	-	1,912,519
2024	5,860,297	1,332,510	2,407,319	749,918	10,350,043	7,058,436	1,275,000	527,000	612,479	407,319	-	9,880,233	(469,810)	-	(469,810)	-	-	1,442,708
2025	5,761,414	1,323,195	2,000,000	749,918	9,834,527	7,129,020	1,275,000	527,000	612,479	-	-	9,543,498	(291,029)	-	(291,029)	-	-	1,151,680
2026	5,330,540	1,295,298	2,000,000	749,918	9,375,756	7,200,310	1,275,000	527,000	306,239	-	-	9,308,549	(67,206)	-	(67,206)	-	-	1,084,474
2027	3,825,471	1,266,402	2,000,000	749,918	7,841,790	7,272,313	1,275,000	527,000	-	-	-	9,074,313	1,232,523	-	-	1,232,523	-	2,316,996
2028	3,720,853	1,238,535	2,000,000	749,918	7,709,305	7,345,036	1,275,000	527,000	-	-	-	9,147,036	1,437,731	-	-	1,437,731	-	3,754,728
2029	3,617,248	1,210,668	2,000,000	749,918	7,577,833	7,418,487	1,275,000	527,000	-	-	-	9,220,487	1,642,654	-	-	1,642,654	-	5,397,381
2030	3,523,793	1,182,801	2,000,000	-	6,706,594	7,492,672	1,275,000	527,000	-	-	-	9,294,672	2,588,078	-	-	2,588,078	-	7,985,459
2031	3,430,338	1,154,934	2,000,000	-	6,585,272	7,567,598	1,275,000	527,000	-	-	-	9,369,598	2,784,326	-	-	2,784,326	-	10,769,785
2032	3,341,883	1,127,068	2,000,000	-	6,468,950	7,643,274	1,275,000	527,000	-	-	-	9,445,274	2,976,324	-	-	2,976,324	-	13,746,109
2033	3,248,228	1,099,201	2,000,000	-	6,347,428	7,719,707	1,275,000	527,000	-	-	-	9,521,707	3,174,279	-	-	3,174,279	-	16,920,388
2034	3,154,573	1,071,334	2,000,000	-	6,225,907	7,796,904	1,275,000	527,000	-	-	-	9,598,904	3,372,998	-	-	3,372,998	-	20,293,386
2035	3,060,918	1,043,467	2,000,000	-	6,104,385	7,874,873	1,275,000	527,000	-	-	-	9,676,873	3,572,488	-	-	3,572,488	-	23,865,874
2036	1,076,890	1,015,600	2,000,000	-	4,092,490	7,953,622	1,275,000	527,000	-	-	-	9,755,622	5,663,131	-	-	5,663,131	-	29,529,005
2037	1,051,440	987,734	2,000,000	-	4,039,174	8,033,158	1,275,000	527,000	-	-	-	9,835,158	5,795,984	-	-	5,795,984	-	35,324,990
2038	-	959,867	2,000,000	-	2,959,867	8,113,490	1,275,000	527,000	-	-	-	9,915,490	6,955,623	-	-	6,955,623	-	42,280,613
2039	-	-	2,000,000	-	2,000,000	8,194,624	1,275,000	527,000	-	-	-	9,996,624	7,996,624	-	-	7,996,624	-	50,277,237
2040	-	-	2,000,000	-	2,000,000	8,276,571	1,275,000	527,000	-	-	-	10,078,571	8,078,571	-	-	8,078,571	-	58,355,808
2041	-	-	2,000,000	-	2,000,000	8,359,336	1,275,000	527,000	-	-	-	10,161,336	8,161,336	-	-	8,161,336	-	66,517,144
2042	-	-	2,000,000	-	2,000,000	8,442,930	1,275,000	527,000	-	-	-	10,244,930	8,244,930	-	-	8,244,930	-	74,762,074
2043	-	-	2,000,000	-	2,000,000	8,527,359	1,275,000	527,000	-	-	-	10,329,359	8,329,359	-	-	8,329,359	-	83,091,433
2044	-	-	2,000,000	-	2,000,000	8,612,633	1,275,000	527,000	-	-	-	10,414,633	8,414,633	-	-	8,414,633	-	91,506,066
																Total Tax Effect	0.00¢	
Total	55,962,811	17,308,614		5,249,423	143,335,487				2,143,675	814,639	-	182,634,294	Total		-			

Notes:

[1] Annual Capital Outlay of $2,000,000 per School Funding Agreement.

[2] Represents the debt service on the County Board of Education's 2020 Energy Savings Contract with Truist Bank.

[3] FY 2023 estimates per County staff and assumed to increase by 1.0% annually.

[4] FY 2023 per County staff; future years are assumed to equal $1,275,000 with 0% growth.

[5] FY 2023 and beyond based on 5.7% sequestration rate. Actual subsidy received may vary due to federal sequestration.

[6] Fremont STARS remaining Fund Balance of $1,221,957.81 assumed to fund School Pay-as-you-go projects from FY 2022 through FY 2024.

[7] Estimate per County Staff.

- FY 2023 Value of a Penny[8]: $916,869
- 2024 Growth and Beyond: 1.25%

[8] per County staff. Assumes a 98.38% collection rate.

School Funding Agreement Cash Flow Analysis

School Debt Service and Capital – Existing and Proposed Debt and Pay-Go

20-Year Truist Proposal; $13.85 Million Project

A	B	C	D	E	F	G	H	I	J	K	L	M
	Debt Service Requirements					Revenue Available for DS						
FY	Existing Debt Service	CIP Debt Service	School Pay-as-you-go[1,6]	Other Pay-as-you-go[2]	Total	Restricted Sales Tax[3]	Lottery Dedicated to Debt Service[4]	Edgewood Community School Savings	QSCB Subsidy[5]	Fremont STARS Funds[6]	County Required Contribution	Total Revenues Available
2023	5,958,929	-	2,407,319	749,918	9,116,166	6,988,550	1,275,000	527,000	612,479	407,319	-	9,810,348
2024	5,860,297	1,131,578	2,407,319	749,918	10,149,111	7,058,436	1,275,000	527,000	612,479	407,319	-	9,880,233
2025	5,761,414	1,129,041	2,000,000	749,918	9,640,373	7,129,020	1,275,000	527,000	612,479	-	-	9,543,498
2026	5,330,540	1,106,431	2,000,000	749,918	9,186,888	7,200,310	1,275,000	527,000	306,239	-	-	9,308,549
2027	3,825,471	1,082,821	2,000,000	749,918	7,658,210	7,272,313	1,275,000	527,000	-	-	-	9,074,313
2028	3,720,853	1,060,243	2,000,000	749,918	7,531,013	7,345,036	1,275,000	527,000	-	-	-	9,147,036
2029	3,617,248	1,037,666	2,000,000	749,918	7,404,831	7,418,487	1,275,000	527,000	-	-	-	9,220,487
2030	3,523,793	1,015,088	2,000,000	-	6,538,880	7,492,672	1,275,000	527,000	-	-	-	9,294,672
2031	3,430,338	992,510	2,000,000	-	6,422,848	7,567,598	1,275,000	527,000	-	-	-	9,369,598
2032	3,341,883	969,932	2,000,000	-	6,311,815	7,643,274	1,275,000	527,000	-	-	-	9,445,274
2033	3,248,228	947,355	2,000,000	-	6,195,582	7,719,707	1,275,000	527,000	-	-	-	9,521,707
2034	3,154,573	924,777	2,000,000	-	6,079,350	7,796,904	1,275,000	527,000	-	-	-	9,598,904
2035	3,060,918	902,199	2,000,000	-	5,963,117	7,874,873	1,275,000	527,000	-	-	-	9,676,873
2036	1,076,890	879,622	2,000,000	-	3,956,512	7,953,622	1,275,000	527,000	-	-	-	9,755,622
2037	1,051,440	857,044	2,000,000	-	3,908,484	8,033,158	1,275,000	527,000	-	-	-	9,835,158
2038	-	834,466	2,000,000	-	2,834,466	8,113,490	1,275,000	527,000	-	-	-	9,915,490
2039	-	811,889	2,000,000	-	2,811,889	8,194,624	1,275,000	527,000	-	-	-	9,996,624
2040	-	789,311	2,000,000	-	2,789,311	8,276,571	1,275,000	527,000	-	-	-	10,078,571
2041	-	766,733	2,000,000	-	2,766,733	8,359,336	1,275,000	527,000	-	-	-	10,161,336
2042	-	744,155	2,000,000	-	2,744,155	8,442,930	1,275,000	527,000	-	-	-	10,244,930
2043	-	721,578	2,000,000	-	2,721,578	8,527,359	1,275,000	527,000	-	-	-	10,329,359
2044	-	-	2,000,000	-	2,000,000	8,612,633	1,275,000	527,000	-	-	-	10,414,633
Total	55,962,811	18,704,437		5,249,423	144,731,310				2,143,675	814,639	-	182,634,294

A	N	O	P	Q	R	S
	Debt Service Cash Flow Surplus (Deficit)					
FY	Surplus/ (Deficit)	Revenue From Prior Tax Impact	Capital Reserve Utilized	Adjusted Surplus/ (Deficit)	Estimated Incremental Tax Equivalent	School Sales Tax Capital Reserve Fund Balance[7]
						1,218,337
2023	694,182	-	-	694,182	-	1,912,519
2024	(268,878)	-	(268,878)	-	-	1,643,641
2025	(96,874)	-	(96,874)	-	-	1,546,766
2026	121,661	-	-	121,661	-	1,668,427
2027	1,416,103	-	-	1,416,103	-	3,084,531
2028	1,616,023	-	-	1,616,023	-	4,700,554
2029	1,815,656	-	-	1,815,656	-	6,516,210
2030	2,755,791	-	-	2,755,791	-	9,272,001
2031	2,946,751	-	-	2,946,751	-	12,218,752
2032	3,133,459	-	-	3,133,459	-	15,352,211
2033	3,326,125	-	-	3,326,125	-	18,678,336
2034	3,519,555	-	-	3,519,555	-	22,197,890
2035	3,713,756	-	-	3,713,756	-	25,911,646
2036	5,799,110	-	-	5,799,110	-	31,710,757
2037	5,926,674	-	-	5,926,674	-	37,637,431
2038	7,081,023	-	-	7,081,023	-	44,718,454
2039	7,184,736	-	-	7,184,736	-	51,903,190
2040	7,289,260	-	-	7,289,260	-	59,192,450
2041	7,394,603	-	-	7,394,603	-	66,587,053
2042	7,500,774	-	-	7,500,774	-	74,087,828
2043	7,607,781	-	-	7,607,781	-	81,695,609
2044	8,414,633	-	-	8,414,633	-	90,110,242
				Total Tax Effect	0.00¢	
Total	Total		-			

Notes:

[1] Annual Capital Outlay of $2,000,000 per School Funding Agreement.

[2] Represents the debt service on the County Board of Education's 2020 Energy Savings Contract with Truist Bank.

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[7] Estimate per County Staff.

- FY 2023 Value of a Penny[8]: $916,869
- 2024 Growth and Beyond: 1.25%

[8] per County staff. Assumes a 98.38% collection rate.

Preliminary Financing Calendar

Date	Task
July 12th at 9:00am	Board of Commissioners Special Meeting ▪ County Board holds a Public Hearing ▪ County Board selects winning Bank Lender ▪ County Board considers adopting a resolution approving the financing
July 12th	Deadline for adoption of Preliminary Findings Resolution, Public Hearing and selection of winning Bank Lender (for LGC)
July 20th	County Board of Education Special Meeting – Board of Education considers adopting a Resolution to approve conveyance of all Fremont Property to the County – Board of Education considers approval of Amendment to Lease Agreement
August 2nd	LGC considers approving the financing
By August 22nd	Close on Direct Bank Loan

Municipal Advisor Disclosure

The enclosed information relates to an existing or potential municipal advisor engagement.

The U.S. Securities and Exchange Commission (the "SEC") has clarified that a broker, dealer or municipal securities dealer engaging in municipal advisory activities outside the scope of underwriting a particular issuance of municipal securities should be subject to municipal advisor registration. Davenport & Company LLC ("Davenport") has registered as a municipal advisor with the SEC. As a registered municipal advisor Davenport may provide advice to a municipal entity or obligated person. An obligated person is an entity other than a municipal entity, such as a not for profit corporation, that has commenced an application or negotiation with an entity to issue municipal securities on its behalf and for which it will provide support. If and when an issuer engages Davenport to provide financial advisory or consultant services with respect to the issuance of municipal securities, Davenport is obligated to evidence such a financial advisory relationship with a written agreement.

When acting as a registered municipal advisor Davenport is a fiduciary required by federal law to act in the best interest of a municipal entity without regard to its own financial or other interests. Davenport is not a fiduciary when it acts as a registered investment advisor, when advising an obligated person, or when acting as an underwriter, though it is required to deal fairly with such persons.

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WAYNECOUNTY
NORTH CAROLINA

TO: Wayne County Board of Commissioners

FROM: Noelle Woods, Wayne County Purchasing Manager

DATE: July 1, 2022

SUBJECT: Award for Hazard Mitigation Grant Program (HMGP) 4285-057R Acquisition Project for Demolition and Asbestos Removal Services

On June 8, 2022, Request for Bids (RFB) were sent out for demolition/clearance and asbestos removal services for three (3) properties under the Wayne County HMGP 4285-057R Acquisition Project. On June 29, 2022, we received four proposals and have attached the evaluation spreadsheet for your review. We respectfully request awarding the project to AK Grading & Demolition. They were the lowest, responsive, responsible bidders.

Wayne County HMGP 4285-057R ACQUISITION PROJECT
DEMOLITION/CLEARANCE-ASBESTOS REMOVAL BID TABULATION SHEET

BID OPENING
June 28, 2022
Tuesday, 2:00 pm

BID LOCATION
Wayne County Courthouse-Commissioners Boardroom-4th Floor
224 E. Walnut St., Goldsboro, NC 27530

Contractor	Contract No. 10 2000 Glenhaven Ln	Contract No. 11 2007 Glenhaven Ln	Contract No. 12 106 Easy St	Non-Collusion Affidavit	Lobbying Certification	Certification of Debarment	Statement of Assurances	HUB, WBE, DBE, MBE	FEDERAL ELIGIBILITY: Checked SAM.gov Eligible	FEDERAL ELIGIBILITY: Checked NC Vendor List Eligible
AK Grading & Demolition, Inc La Grange, NC 28551	**$16,500.00**	**$12,500.00**	**$8,500.00**	Yes	Yes	Yes	Yes	No	Yes	Yes
The Corbett Group Goldsboro, NC 27534	$19,300.00	$24,300.00	$14,500.00	Yes	Yes	Yes	Yes	No	NA	NA
H & H Enterprises of Knightdale, LLC Leland, NC 28451	$33,333.00	$33,333.00	$33,333.00	Yes	Yes	Yes	Yes	Yes	NA	NA
Rick Bostic Construction & Demolition, Inc Kinston, NC 28504	$25,788.00	$29,866.00	$24,505.00	Yes	Yes	Yes	Yes	No	NA	NA
RECOMMEND AWARD TO LOW BIDDER:	**AK Grading & Demolition Inc. $16,500.00**	**AK Grading & Demolition Inc. $12,500.00**	**AK Grading & Demolition Inc. $8,500.00**							

Wayne County
North Carolina

Date of Issue: June 14, 2022
Due Date: June 28, 2022
Time: 2:00 PM

REQUEST FOR BIDS
FOR DEMOLITION AND ASBESTOS REMOVAL SERVICES RELATED TO THE HAZARD MITIGATION GRANT PROGRAM (HMGP) ACQUISITION AND DEMOLITION PROJECT

If you have received this Request for Bids from a source other than the Wayne County Purchasing Department, it is the responsibility of the proposer to ensure that all addenda have been received. Bidders can notify Noelle Woods by email at noelle.woods@waynegov.com to ensure that your company is added to the distribution list.

However, it is still the responsibility of the proposer to ensure that all addenda are received prior to submitting a bid packet.

WAYNE COUNTY HMGP 4285-057R ACQUISITION PROJECT

REQUEST FOR BIDS

FOR DEMOLITION AND CLEARANCE OF STRUCTURES, INCLUDING ASBESTOS REMOVAL, FOR THREE (3) PROPERTIES

BID DOCUMENT PACKAGE CONTENTS

COUNTY OF WAYNE
REQUEST FOR BIDS RELATED TO DEMOLITION AND ASBESTOS REMOVAL SERVICES RELATED TO THE
HAZARD MITIGATION GRANT PROGRAM ACQUISITION & DEMOLITION PROJECT
June 14, 2022

Request for Bids

The County of Wayne has executed a Grant Agreement with NC Emergency Management (NCEM) for Hazard Mitigation Grant Program (HMGP) funding for the acquisition of approximately eighty-four (84) properties flooded by Hurricane Matthew in October 2016 (CFDA #97.039). The County has acquired three (3) properties and is receiving bids for the demolition (including any asbestos removal) of the structures and clearance of the properties. The County has received approximately $8.8 million in HMGP and State funds (representing 100% of total project cost) to be expended for the acquisition and demolition of eighty-four (84) properties.

Bid Opening

Bids will be received by the County of Wayne in the County Commissioners Boardroom on the fourth floor of the Wayne County Courthouse located at 224 E. Walnut Street, Goldsboro, NC 27530 at 2:00pm,Tuesday, June 28, 2022 at which time they will be publicly opened and read aloud.

Bids may be mailed or overnighted to Ms. Noelle Woods, Purchasing Manager at the following address:

USPS: Ms. Noelle Woods
Purchasing Manager
County of Wayne
PO Box 227
Goldsboro, NC 27533

or overnight delivery: Ms. Noelle Woods
Purchasing Manager
Wayne County Courthouse
224 E. Walnut Street
4th Floor Room 480
Goldsboro, NC 27530

The outside of the envelope shall be marked "Wayne County-HMGP Demolition Bids" and shall include the name and address of the bidder.

Bid Deposit

No Bid Deposit is required.

For more information or to request bid packages, contact Noelle Woods, Purchasing Manager at 919-705-1714 or email Noelle.Woods@waynegov.com.

The County of Wayne is an equal opportunity employer and service provider and encourages participation by small, minority and female owned firms. HUB certified vendors/contractors are encouraged to submit a bid for this project. The County of Wayne reserves the right to accept or reject any and all bids and to waive any informalities.

WAYNE COUNTY HMGP 4285-057 ACQUISITION PROJECT

PROPOSALS FOR DEMOLITION/CLEARANCE OF STRUCTURES AND ASBESTOS REMOVAL

BID PROPOSAL FORM

TO BE COMPLETED AND SIGNED BY BIDDER

DEMOLITION CONTRACTS 10, 11 & 12

Contract-Unit No.	Street No.	Property Address	City	State	Zip Code	Asbestos Present	LUMP-SUM PRICE*
10	2000	GLENHAVEN LN	GOLDSBORO	NC	27530	Yes	$
11	2007	GLENHAVEN LN	GOLDSBORO	NC	27530	Yes	$
12	106	EASY ST	SEVEN SPRINGS	NC	28578	Yes	$

Provide separate lump sum price for each property. Print legibly. Each contract to be awarded separately to the lowest bidder.

Respectfully Submitted: **(Please Print Legibly)**

Bidder must sign here	**Date**
Print Name of Person Signing Bid	**Title**
Name of Company	**Email Address**
Company Street Address	**City, State and Zip**
Company Mailing Address	**City, State and Zip**
Federal ID or SS No.	**License Number**
Company Phone Number	**Cell Number**

BID SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS WAYNE COUNTY HMGP DEMOLITION PROJECT 4285-057-R BID OPENING Tuesday, June 28, 2022

I. PERFORMANCE SPECIFICATIONS

These specifications are intended to be performance specifications. The Contractor is responsible for removing all man-made materials and items installed by man from the site; and to return the site to its natural state before any building improvements were made on the site. Removal includes abandonment of wells and septic systems. After demolition is completed, one should be able to look at the lot and the only visible items are trees, vegetation, and fill dirt in the disturbed area that has been leveled, seeded and mulched.

II. GENERAL SPECIFICATIONS

A. WORK DESCRIPTION

1. Demolish and remove all structures, including the house or manufactured housing unit. Remove all piers, blocks and concrete footings. Remove the underpinning, anchors, piers and blocks from the manufactured housing unit.

2. Demolish and remove all porches, decks, garages and carports attached to the house, including concrete foundations and pads.

3. Demolish and remove all detached storage buildings, garages, barns, shelters, carports, sheds, pump houses, etc., including concrete foundations and pads. Remove concrete and asphalt driveways, walkways and parking areas. If concrete or asphalt encroaches on adjoining property, then saw cut concrete or asphalt along property line and only remove concrete or asphalt from County side of property line. Contractor shall not disturb concrete or asphalt on adjoining property. Gravel areas can remain on the County property.

4. Remove all garbage and debris found on lot.

5. Fill any cavity caused by demolition and any areas dug out from concrete foundations, piers, pads or driveways with suitable fill material. Fill any areas disturbed by equipment tracks or tires.

6. Grade and level areas covered with fill material to provide positive drainage.

7. Area of lot is to be cleared from boundary line to boundary line of all man-made improvements. This includes any/all propane tanks, unused fuel tanks, private utility poles, fences, sheds, structures, mailboxes, clotheslines, satellite dishes, junked vehicles, appliances, etc.

8. Trees, shrubs vegetation shall be allowed to remain, unless it is necessary to clear in order to remove structures or debris.

9. Contractor shall be responsible for preventing soil/sedimentation run-off from entering any wetlands, ditches, ponds, creeks, rivers or similar water bodies. Contractor shall provide sedimentation control measures as necessary to prevent run-off from disturbed area of site reaching any of these water bodies.

10. Seed and mulch disturbed area immediately after completion of job. Seed to be rye/fescue or combination that will restore ground cover quickly. Rake, smooth, level disturbed areas prior to seeding and mulching.

11. Demolition inspector shall be notified and shall approve graded lot prior to seeding and mulching.

B. DEMOLITION REQUIREMENTS

1. The Contractor shall obtain all applicable State and local permits prior to beginning work and furnish copies to the County Demolition Specialist. The County does not require a demolition permit. The City of Goldsboro requires a demolition permit that costs $115.00 plus a $1,000 cash bond for each house. A copy of the "Demolition Permit Application" form is included as Attachment F and provides additional requirements from the City. Two of the houses are within the permit jurisdiction of the City of Goldsboro.

2. The power companies have been notified of the pending demolition and have disconnected power from the houses and removed power lines, poles and transformers on most properties. Contractor shall be responsible for coordinating with power companies for the removal of any remaining power equipment that would interfere or create an electrical hazard during the demolition of the structures. In some cases, power poles and overhead transformers will not be accessible to the power company until after the houses are demolished. Although the power to this equipment should have been disconnected, Contractor shall check with power company if in doubt and exercise caution when working around any remaining power company facilities.

3. The Contractor shall include clean fill dirt costs (delivered, spread and compacted) in per parcel lump-sum bid price. Lots to be graded smooth and level with current grade levels and with positive drainage upon completion.

4. Contractor shall use off-site clean fill dirt to cover disturbed areas, to fill voids and provide for positive drainage. Contractor shall not dig, remove or scrape dirt from non-disturbed areas to disturbed areas to avoid hauling in off-site clean fill dirt. Existing vegetation and top of ground to remain the same in undisturbed areas of lots. Demolition work and disturbed areas to be confined to removal of structures and related man-made items as described in other sections of these specifications.

5. The Contractor shall estimate tonnage for each house and include landfill tipping fees in per parcel lump-sum bid price. **NOTE: All demolition and site debris are to be disposed of in approved and permitted landfills. No burying on site is allowed.**

6. Garbage that has been dumped on site shall be hauled separately to the County landfill and disposed of as municipal solid waste (MSW).

7. The Contractor is to provide copies of tipping fee tickets with each invoice. The tickets are to be identified by street address from which debris originated. The landfill statement for tipping fees is due and payable when received. Evidence of payment of landfill fees at each property is required prior to payment for the property.

8. Contractor shall separate types of construction debris (such as brick, block, wood, metal or glass in accordance with landfill requirements. Remove and dispose of all white goods (appliances, if any) from the structures prior to demolition.

9. Contractor may separate and salvage materials removed from houses and outbuildings. **However, no houses, structures or buildings (whether wood or metal) shall be moved or relocated to other locations. All structures shall be separated into salvaged materials or demolished on site. No additional time will be provided for separating and sorting materials to be salvaged.**

10. The Contractor shall follow all local, state and federal regulations regarding demolition, hauling and disposal of debris at approved landfills.

11. All demolition work shall be performed on site. No "staging" or storing of debris is allowed on another site prior to transporting to an approved landfill.

12. A boundary and improvement survey for each house is included in the Bid Documents. In addition to showing structures on each property and location coordinates, the surveys include notes regarding special items on the property. In particular, fences are identified with notations for removing fences or not removing fences, depending on the location of the fence along the boundary lines. Any fences located within the interior of the property shall be removed with all other man-made materials. Items that were removed by the owner prior to acquisition are noted on the surveys.

C. SEPTIC TANK ABANDONMENT

1. If septic tank is present on property, Contractor shall have a licensed septic hauler pump out septic tank along with any grease pit.
2. Break the lid and drop it in the tank or completely dispose of it properly.
3. If edge of tank extends within 12-15 inches below the ground level, break off sides of tank so that the top edge is at least 12-15 inches below the ground level.
4. Completely fill tank with clean fill dirt; compact, grade and level.
5. If the septic system is used as a lift station (pump tank) Contractor shall remove pump and control panel and abandon the pump tank in the same manner as the septic tank.
6. Contractor shall provide with the invoice a copy of the manifest from the septic hauler evidencing that the septic tank has been pumped out; a copy of truck ticket indicating clean fill dirt placed in tank; a copy of the license verifying the septic tank company is a licensed septic hauler; copy of a paid receipt from the septic tank hauler; and copy of paid receipt for clean fill dirt for filling septic tank. Copies of all documents are required prior to payment.
7. Demolition inspector shall be notified when septic tank is to be pumped out.

8. Abandonment of septic tank shall be in accordance with 15A NCAC 18A.1961 (A).

D. WELL ABANDONMENT

1. Contractor shall be responsible for the proper closure/abandonment of any/all water wells that are present on the property in accordance with NC Department of Environmental Quality (DEQ) and County Health Department requirements.
2. Only a licensed well contractor shall abandon any well on the property.
3. Contractor shall obtain permit from County Health Department prior to abandoning well.
4. If there is water in the well it should be thoroughly disinfected with chlorine prior to being filled. Hand dug, bored well, or drilled well can be permanently abandoned by completely filling the well to land surface with gravel, cement, grout or dry clay compacted in place opposite the zones of consolidated rock. The top of the sand or gravel fill must be at least five feet below the top of the consolidated rock, which is usually the casing depth. The remainder of the well shall be cement grout only. The outer well casing must be grouted to a minimum depth of 20 feet or removed prior to abandonment.
5. Contractor shall provide with the invoice a copy of County Health Department Well Abandonment Approval Form signed by Health Dept official. Contractor shall provide a copy of any applicable State Department of Environmental Quality (DEQ) permits evidencing proper capping and abandonment of water wells; a copy of the well contractor's state license; copy of paid receipt from licensed well contractor; and a completed Form GW-30 showing the record of well abandonment. Copies of all documents are required prior to payment.
6. Abandonment of wells shall be in accordance with 15A NCAC 02C .0113.

E. UNDERGROUND STORAGE TANK (UST) REMOVAL

1. Contractor shall remove any underground fuel storage tank (UST) less than 1,100 gallons in size in accordance with local, state and federal requirements.
2. Contractor shall pump out and dispose of any and all contents properly.
3. Contractor shall remove the UST and back-fill hole.
4. If UST location shows leakage, Contractor shall not disturb UST and shall notify the Demolition Specialist.
5. Removal of UST shall be in accordance with 15A NCAC 2L, G.S. 143-215.83.8.

F. DEMOLITION OF BELOW GROUND SWIMMING POOLS

1. Swimming pools shall be abandoned in accordance with the following specifications:
   a. Pump out any liquids.
   b. Remove concrete areas around pool and dispose of properly.
   c. Remove any exposed pipe, pump house, filter system, etc. serving pool facilities and dispose of properly.
   d. If top edge of swimming pool extends within 15 inches below the ground level, break off sides of swimming pool so that the top edge is at least 15 inches below the ground level. Concrete pieces broken off from top edge of pool may be dropped into bottom of pool prior to filling pool with fill material.
   e. Completely fill swimming pool with suitable clean fill dirt; compact, grade and level. Contractor shall fill pool and compact clean fill dirt to the degree that no voids appear after rains have settled clean fill dirt. If voids appear within 6 months of filling swimming pool, Contractor shall be notified and shall be responsible for returning to site and filling/compacting voids properly.

f. Demolition inspector shall be notified when swimming pool is to be pumped out.
g. Demolition inspector shall be on site while swimming pool is being abandoned and while being filled with suitable clean fill dirt; compacted, graded and leveled.

III. INSTRUCTIONS TO BIDDERS AND CONTRACTOR REQUIREMENTS

1. A bid bond is not required.

2. The County intends to select contractors in May 2022. The contractors shall begin work within ten (10) working days after issuance of the Notice to Proceed and complete work within thirty (30) days after issuance of the Notice to Proceed. Work is to be completed in June 2022.

3. The demolition/asbestos removal work will be awarded based on the lowest sum of the bid prices for the property included in each contract. Any asbestos removal will be included with the demolition work for each property.

4. The County reserves the right to limit the award of the number of contracts to any one bidder in order to reduce the time required to complete the demolition of all of the houses and to provide more opportunities for participation by area contractors in accordance with state and federal requirements.

5. Contractor shall provide a lump-sum price for the one property on the Bid Proposal Form that includes asbestos removal, demolition, clearance, septic tank abandonment, well closure, swimming pool fill-in, hauling, permitting, fill dirt, tipping fees, etc. for a turn-key price. Bid prices shall be valid for a period of 60 days after the bid opening.

6. Payment shall be a one-time payment for the property upon completion of demolition work and submittal of required permits, licenses, certifications, tipping fee/landfill tickets, any required subcontractors' insurance certificates, and any other document required to support demolition activities on the property.

7. Liquidated damages are $100.00 for each calendar day that work extends past the contract period.

IV. CONTRACTOR INSURANCE REQUIREMENTS

1. Minimum Insurance Requirements: The work under this contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been received by the County. County shall be named as additional insured on the general liability and automobile liability insurance policies specified below. All policies shall apply on a primary and noncontributory basis to any similar insurance of the County, and all policies shall include waivers of subrogation in favor of the County. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the County.

2. Workmen's Compensation and Employer's Liability: The Contractor shall provide and maintain, during the life of the contract, workmen's compensation insurance, as

required by law, as well as employer's liability coverage with minimum limits for Coverage A Statutory-State of NC of $1,000,000 and Coverage B Employers Liability: $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease and $1,000,000 policy limit.

3. Commercial General Liability: The Contractor shall provide and maintain, during the life of the contract, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims of property damages which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be no less than $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance shall be maintained for two years following completion of the work (or services).

4. Commercial Automobile Liability: The Contractor shall provide and maintain, during the life of the contract, commercial automobile liability insurance coverage for all owned, hired, and non-owned vehicles combined single limits of no less than $1,000,000 each occurrence and $2,000,000 aggregate for bodily injury and property damage.

5. Deductible: Any deductible, if applicable to the loss covered by insurance provided, shall be borne by the Contractor.

6. Other Insurance: The Contractor shall obtain such additional insurance as may be required by the County or by the General Statutes of North Carolina in amounts not less than the statutory limits.

7. Proof of Coverage: The Contractor shall furnish the County with satisfactory proof of coverage of the insurance required before a written Notice to Proceed is granted by the County.

V. MISCELLANEOUS REQUIREMENTS

1. Contractor shall obtain a demolition permit for each property from the Building Inspection Office with permitting jurisdiction prior to beginning work and provide a copy to the Demolition Specialist. The local demolition permit will cover any asbestos removal work also. The County does not require a demolition permit. The City of Goldsboro requires a demolition permit that costs $115.00 plus a $1,000 cash bond for each house. A copy of the "Demolition Permit Application" form is attached at the end of these specifications.

2. Contractor shall provide a copy of the manifest from the septic hauler evidencing that the septic tank has been pumped out and a copy of the license verifying the septic tank company is a licensed septic hauler.

3. Contractor shall provide a copy of any applicable County or State Department of Environmental Quality (DEQ) permits evidencing proper capping and abandonment

of water wells; a copy of the well sub-contractor's state license; and a completed Form GW-30 showing the record of well abandonment.

4. Contractor shall obtain and provide copies to the county of Demolition Notification Permits from NC Health Hazards Control Unit for each property **PRIOR TO BEGINNING ANY DEMOLITION WORK.**

VI. REMOVAL OF ASBESTOS CONTAINING MATERIALS

1. The houses have been inspected by an accredited asbestos inspector under contract with the County. All asbestos inspection reports have been included in these Bid Specifications.

2. Asbestos shall be removed by Contractor (if licensed as an asbestos removal contractor) or by a licensed and accredited asbestos sub-contractor prior to demolition of the houses. **Asbestos supervisors licenses and asbestos workers licenses shall be provided to County prior to beginning asbestos removal.**

3. **Asbestos removal sub-contractor shall provide evidence of General Liability and Workmen's Compensation Insurance at the same minimum levels of the Contractor. Contractor shall provide evidence of payment of asbestos removal sub-contractor prior to payment of each property.**

4. Contractor shall completely remove all Regulated Asbestos Containing Materials that are identified in the Asbestos Inspection Reports (included in the Bid Specifications) from the structures on each site. All Friable ACM, Category I Non-friable ACM that has become friable, Category I Non-friable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or Category II Non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations are considered to be a Regulated Asbestos-Containing Material.

5. The processes for removal, hauling and disposal of asbestos containing material shall be in accordance with NC Health Hazards Control Unit (HHCU) requirements, NC Division of Solid Waste Management requirements and applicable federal requirements.

6. After asbestos has been removed, Contractor shall notify the County asbestos inspector to perform a post-removal inspection and provide a Clearance Letter verifying the asbestos has been removed. The County will pay for the first post-removal inspection. The Contractor shall pay for any re-inspections that are required if the first inspection fails due to inadequate removal of the asbestos containing materials. Prior to contract payment, Contractor shall pay the asbestos inspection firm for any re-inspections and shall provide a paid receipt for each reinspection required to obtain the Clearance Letter.

7. Contractor shall obtain all applicable local and State permits prior to beginning work.

8. Contractor shall provide copies of NC Asbestos Waste Shipment Record; tipping fee tickets from approved landfill after disposal of asbestos containing materials and

receipt/evidence that tipping fees for asbestos disposal have been paid prior to contract payment. A Waste Shipment Record shall be provided for all material that is greater than 1% asbestos.

9. If required by HHCU, Contractor shall provide a copy of the Asbestos Removal Permit or the Demolition Notification Permit with Asbestos Removal from HHCU **PRIOR TO BEGINNING ANY ASBESTOS REMOVAL WORK.**

10. If Contractor discovers asbestos hidden from view that is not identified in the asbestos inspection report, the Contractor shall stop work and notify Demolition Specialist.

VII. SPECIAL FEMA REQUIREMENTS-LOWER IMPACT DEMOLITION STIPULATIONS

1. General Approach

a. Major demolition activities, including placement of equipment, shall be confined to areas where soils have been previously disturbed by activities, such as site development, construction, surface grading, utility trenching, etc.

b. When heavy equipment is not in use, it shall be staged on hard or firm surfaces where equipment is not susceptible to sinking. Paved surfaces, if available within the designated disturbed limits of the project site, shall be used to the fullest extent possible.

c. Tracked vehicles and/or large-tired equipment shall be used to reduce the depth of soil disturbance and minimize soil compaction.

d. Contractor shall not operate heavy equipment on wet soils without submitting a plan to minimize the impacts of soil disturbance associated with sinking equipment below the current ground surface. Heavy equipment may be operated in the rain, but the Contractor shall operate in accordance with the above specified mitigation plan.

e. There shall be no salvage of architectural materials from below-grade.

f. Excavation of on-site materials that are unrelated to demolition activities and on-site burial of debris are not permitted.

2. Activity Specific Guidelines

a. Treatment of Utilities: Utility lines shall be disconnected and capped per applicable regulatory requirements. In cases where there are no shutoff valves, limited excavation within the utility right-of-way shall be required to cap these service lines. To limit unnecessary ground disturbance, excavation shall be limited to the existing ROW to the greatest extent feasible.

b. Void and/or Feature Filling: Any voids that require filling because they are a threat to public health and safety shall be filled with clean fill dirt from off-site. Whenever possible this shall be a sand matrix, however, sand is not required. These voids may include, but are not limited to, those created as the result of exposing cisterns, privies, wells, wheel ruts and/or basement-like depressions.

c. Surface Grading and Site Clean-Up: Contractor shall limit site grading to the first six (6) inches of the existing surface elevation (e.g. sidewalk level, driveway level, slab level, etc.) if applicable for positive on-site drainage. Contractor shall use the appropriate or applicable light equipment to complete final site clean-up.

3. **Other Demolition Guidelines**
   a. The structures will be demolished, including complete removal of the existing foundations. If complete removal is not possible then the existing foundations will be taken down to a depth of approximately 2 to 3 feet below the soil surface and adequately drilled to allow for drainage. The demolition of the structures will require fine grading only. Ground disturbance will be limited to the immediate area of the demolished properties, and the staging areas will be located within the footprint of the existing property boundaries. Debris will be removed, and the properties will be stabilized with clean fill dirt, graded, and seeded to prevent erosion.
   b. If human remains or intact archaeological deposits or any potential archaeological resources are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. Access to the sensitive area will be restricted all reasonable measures are taken to avoid further disturbance of the discoveries. Contractor shall provide immediate notice of such discoveries to the Demolition Specialist.
   C. In the event significant items (or evidence thereof) of petroleum products, hazardous materials and toxic waste are discovered during demolition, the Contractor shall notify the Demolition Specialist.

VIII. Compliance with Local, State and Federal Requirements

1. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms:** The County encourages all businesses, including minority, women owned businesses to respond to all Request for Bid Proposals. In addition, if subcontracts are let, the awarded contractor must ensure that the necessary affirmative steps are taken, including but not limited to:
   a. Place qualified small, minority, and woman-owned businesses on solicitations lists.
   b. Assure that such businesses are solicited when they are potential sources.
   c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses.
   d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond.
   e. Use service and assistance from such organization as SBA, minority business development agency of the Dept. of Commerce.

2. **Funding Source:** Payment for services under contract by this solicitation will be paid with federal and state funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

3. **Compliance by Awarded Firm**: The selected firm shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, firms providing submittals shall be responsible for complying with state law and local ordinances. Procurement of demolition firms will be accomplished in accordance with 2 CFR 200 and the North Carolina General Statutes related to procurement of construction services.

4. **Insurance Requirements:** The selected firm shall maintain the following minimum insurance amounts and provide a Certificate of Insurance evidencing coverage and the County named as the Certificate Holder:
   General Comprehensive Liability – Limits no less than $1,000,000 each accident for bodily injury and property damage and $2,000,000 aggregate.
   Automobile Liability –Combined single limits of no less than $1,000,000 each accident and $2,000,000 aggregate.
   Worker's Compensation and Employer's Liability – Statutory Limits - $1,000,000 and Employer's Liability - $1,000,000 each accident.

5. **Certification of Proposer Regarding Debarment:** By submitting a proposal under this solicitation, the Proposer or Offeror certifies that neither it nor its principals are presently debarred or suspended by any federal department or agency from participation in this transaction. The County will not make a contract award to parties listed on the government wide exclusions in the federal System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180.220 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The County will also not make a contract award to parties listed on the NC Division of Purchase and Contract Debarred Vendors List or the NC State Treasurer's Iran Divestment List.

6. **Equal Opportunity:** The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

   The Proposer agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The Proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

7. **E-Verify:** The following statement shall be inserted in all contracts for services and subcontracts:
   "The selected firm and any of its subcontractors must comply with the requirements of the North Carolina General Statues, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-

Verify program operated by the United States Department of Homeland Security and other federal agencies."

8. **State Treasurer's Lists Regarding Iran and Boycott of Israel:** If the value of the contract is $1,000 or more, the following applies unless the Proposer otherwise states in its proposal: the Proposer affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 147-86.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 147-86.5 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists.

IX. Section 3 Economic Opportunities

1. Section 3 of the Housing and Urban Development Act of 1968 provides preference to low and very low-income residents of the community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities. Businesses may receive a preference for work if they qualify as a Section 3 business. If you want to be considered a Section 3 qualified firm, attached is a certification form for you to complete and a list of documents you need to provide with your proposal. **Please note this is optional and is not a requirement in order to submit a bid proposal.**

2. All Contractors doing work with the County are required to list any new hires with the local Employment Security division office and to report any new hires to the County. Firms are encouraged to provide preference to low-income community residents and residents in public housing units. Attached are brochures in English and Spanish that explain the Section 3 Program and the Section 3 Clause which will be part of the contract.

X. Attachments

1. **The following attached forms shall be signed and submitted with Proposal:**

ATTACHMENT A - NON-COLLUSION AFFIDAVIT – **To be Notarized**
ATTACHMENT B - LOBBYING CERTIFICATION FORM
ATTACHMENT C - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
ATTACHMENT D - STATEMENT OF ASSURANCES FOR FEMA HMGP CONTRACTS

2. **The following attachments are for information to Bidders and do not need to be signed in order to submit a bid proposal:**

ATTACHMENT E – SECTION 3 BUSINESS CERTIFICATION
ATTACHMENT F – SECTION 3 LOCAL JOBS INITIATIVE CLAUSE
ATTACHMENT G – SECTION 3 BROCHURE – ENGLISH
ATTACHMENT H – SECTION 3 BROCUURE - SPANISH
ATTACHMENT I – DEMOLITION PERMIT APPLICATION – CITY OF GOLDSBORO

THE COUNTY OF WAYNE IS AN EQUAL OPPORTUNITY EMPLOYER AND SERVICE PROVIDER AND INVITES THE SUBMISSION OF PROPOSALS FROM MINORITY AND WOMEN-OWNED FIRMS AND OTHER HISTORICALLY UNDERUTILIZED BUSINESSES. THE COUNTY INVITES THE SUBMISSION OF PROPOSALS FROM CERTIFIED SECTION 3 BUSINESS CONCERNS.

This information is available in Spanish or any other language upon request. Please contact Noelle Woods at 919-705-1714 or at County Courthouse, 224 E. Walnut St, Goldsboro, NC 27533, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Noelle Woods al 919-705-1714 o en County Courthouse, 224 E. Walnut St, Goldsboro, NC 27533 de alojamiento para esta solicitud.

EQUAL HOUSING OPPORTUNITY

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

State of North Carolina
County of __________

________________________________(name of individual), being first duly sworn, deposes and says that:

1. He is the______________________(title) of ____ (company name), the proposer that has submitted the attached proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

____
Signature

Seal

____
Title

____
Date

<u>This form must be notarized</u>

SUBSCRIBED AND SWORN TO BEFORE ME,

This_________day of__________________,20___

Notary Public ______________________________

My Commission Expires: ____________________

ATTACHMENT B

LOBBYING CERTIFICATION FORM

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under *Section 1352, Title 31, U. S. Code.* Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than **$100,000** for such failure.

SIGNATURE: ______________________________

TITLE: ______________________________

FIRM: ______________________________

DATE: ______________________________

ATTACHMENT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CONTRACTOR should refer to the regulations cited below. CONTRACTOR should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements implementing Federal Executive Order 12549 and guidance issued in the *Federal Register*, Volume 70, No. 168, pages 51863 through 51880 for "Government wide Debarment and Suspension (Non-procurement)." The certification shall be treated as a material representation of fact upon which reliance will be placed when the NC Division of Emergency Management or its grantee (COUNTY) determines to award the covered contract, transaction, grant or cooperative agreement.

1. DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, for prospective participants CONTRACTOR in primary covered transactions:

(1) The prospective primary participant (CONTRACTOR) certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency; and

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property; and

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant (CONTRACTOR) is unable to certify to any of the statements in this certification, such prospective participant (CONTRACTOR) shall attach an explanation to this proposal.

As the duly authorized representative of the CONTRACTOR, I hereby certify that I will comply with the above applicable certification(s).

<table>
<tr><td>NAME OF CONTRACTOR</td><td>GRANT NUMBER AND PROJECT NAME
Wayne County HMGP 4285-057-R
Acquisition and Demolition Project</td></tr>
<tr><td colspan="2">PRINTED NAME AND TITLE OF AUTHORIZIED REPRESENTATIVE</td></tr>
<tr><td>SIGNATURE</td><td>DATE</td></tr>
</table>

ATTACHMENT D

STATEMENT OF ASSURANCES FOR FEMA HMGP CONTRACTS

Contractor hereby assures and certifies that, where applicable, Contractor will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C.327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week; and

(3) Davis-Bacon Act, 40 U.S.C. §276a et. seq; and

(4) National Environmental Policy Act of 1969, 42U.S.C. §4321; et. seq.; EO115154; EO11988; Coastal Zone Management Act of 1972, 16U.S.C. §1451 et. seq.; Section 176(c) of the Clean Air Act of 1955, 42U.S.C. §7401 et. seq.; Safe Drinking Water Act of 1974, 42U.S.C. §300f et. seq.; Endangered Species Act of 1973, 16U.S.C. §1532 et. seq.; Wild and Scenic Rivers Act of 1968, 16U.S.C. §1271 et. seq; and

(5) Section 106 of the National Historic Preservation Act of 1966, v16U.S.C. §470 et. seq.; EO11593; Archaeological and Historic Preservation Act of 1974, 16U.S.C. §469a-1 et. seq.

Contractor hereby assures and certifies that Contractor will comply with:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which Contractor receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance; and

(2) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to Contractor, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; and

(3) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.; 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973; and

(4) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

Contractor hereby assures and certifies that Contractor will comply with:

(1) Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq) if applicable, which discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications; and

(2) Anti-kickback (Copeland) Act of 1934, 18 U.S.C. Section 874 and 40 U.S.C. Section 276a, which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities; and

(3) Hatch Act, which limits the political activity of employees; and

(4) Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 as amended. Pub. L. 93-156, 87 Section 975, approved December 31, 1973. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance; and

(5) Uniform Federal Accessibility Standards (UFAS) Appendix A to 41 CFR Part 40 for residential structures. Contractor will require every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the Uniform Federal Accessibility Standards for residential structures. Contractor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor; and

(6) North Carolina General Statutes when negotiating contracts for services; and

(7) Contractor will comply with the County's adoption and enforcement of a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and has adopted and is enforcing a policy of enforcing applicable State and federal laws against physically barring entrance or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction in accordance with section 519 of Public Law 101-140 of the 1990 HUD Appropriations Act; and

(8) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; and

(9) Contractor will comply with the Drug Abuse Office and Treatment Act of 1972 (P.L. 91- 616) as amended, relating to nondiscrimination on the basis of drug abuse; and

(10) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and

(11) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; and

(12) Lead-Based Paint Poisoning Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures; and

(13) Contractor will comply with the Energy Policy and Conservation Act, 42 U.S.C. §6291 et. seq.

Contractor certifies that Contractor:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from participating in Federal or State grants or awards by any Federal or State department or agency; and

(2) Has not within a three-year period preceding this contract been convicted of or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) above; and,

(4) Has not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Contractor further agrees that Contractor will include the above certifications, without modification, in all lower tier contracts and in all solicitations for lower tier contracts.

SIGNATURE: ______________________________

TITLE: ______________________________

FIRM: ______________________________

DATE: ______________________________

ATTACHMENT E

SECTION 3 BUSINESS CERTIFICATION

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business ____

Address of Business ____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:
☐ Copy of resident lease ☐ Copy of receipt of public assistance
☐ Copy of evidence of participation in a public assistance program ☐ Other evidence

For business entity as applicable:
☐ Copy of Articles of Incorporation ☐ Certificate of Good Standing
☐ Assumed Business Name Certificate ☐ Partnership Agreement
☐ List of owners/stockholders and % ownership of each ☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Organization chart with names and titles and brief function statement ☐ Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full-time employees ☐ List of employees claiming Section 3 status
☐ PHA/IHA Residential lease less than 3 years from day of employment ☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

_____________________________________ (Corporate Seal)
Authorizing Name and Signature

Attested by:_____________________________

ATTACHMENT F

SECTION 3 LOCAL JOBS INITIATIVE CLAUSE

(All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

"Section 3 - Compliance in the Provision of Training, Employment, and Business Opportunities.

A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. §1701u) ("**Section 3**"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons including persons who are recipients of HUD assistance for housing, with preference for both targeted workers living in the service area or neighborhood of the Development and Youthbuild participants, as defined at 24 CFR Part 75 ("**Section 3 Regulations**").

B. The Parties agree to comply with HUD's regulations in Section 3 Regulations, which implement Section 3. As evidenced by their execution of this Contract, the Parties certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

C. The Contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the following: (i) minimum number and job titles subject to hire, (ii) availability of apprenticeship and training positions, (iii) qualifications for each, (iv) name and location of the person(s) taking applications for each of the positions, and (v) the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in Section 3 Regulations and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in Section 3 Regulations. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in Section 3 Regulations.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (i) after a contractor is selected but before the contract is executed, and (ii) with persons other than those to whom the regulations of Section 3 Regulations require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under Section 3 Regulations.

F. Noncompliance with HUD's regulations in Section 3 Regulations may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

ATTACHMENT G – SECTION 3 BROCHURE - ENGLISH

HUD Compliance and Monitoring?

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

What if it appears that an entity is not complying with Section 3?

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

How can Section 3 businesses or residents complain about a violation of Section 3 requirements?

They can file a complaint in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)

www.hud.gov www.espanol.hud.gov

A written compliant should contain:

1. Name and address of the person filing the complaint;
2. Name and address of subject of complaint (HUD recipient or contractor);
3. Description of acts or omissions in alleged violation of Section 3;
4. Statement of corrective actions sought.

[redacted]

04736

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Section 3
Economic Opportunity

A Piece of the American Dream

U.S. Department of Housing and Urban Development

Fair Housing and Equal Opportunity

April 2006
HUD-1476-FHEO Rev 2
OMB Approval Number 2529-0043 (exp. 8/31/2007)
Previous Editions are Obsolete

Section 3 Act

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (as amended), requires that economic opportunities generated by certain HUD financial assistance for housing (including Public and Indian Housing) and community development programs shall, to the greatest extent feasible, be given to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to businesses that provide economic opportunities for these persons.

Other HUD programs covered by Section 3 (to distinguish between HUD Public and Indian housing programs) are those that provide housing or community development assistance for housing rehabilitation, housing construction, or other public construction project.

Who are Section 3 residents?

Public housing residents including persons with disabilities.

Low and very low income persons who live in the area where a HUD assisted projected is located.

What is a Section 3 business?

A section 3 business is one:

That is owned by Section 3 residents
Employs Section 3 residents or;
Subcontracts with businesses that provide opportunities to low and very low income persons.

What types of Economic Opportunities are available under Section 3?

- Jobs and Employment opportunities
- Training and Educational opportunities
- Contracts and Business opportunities

Who will provide the Economic Opportunities?

Recipients of HUD financial assistance and their contractors and subcontractors are expected to develop a Section 3 Plan to assure that economic opportunities to the greatest extent feasible, are provided to low and very low-income persons and to qualified Section 3 businesses. One element of that Plan is the use of a Section 3 clause which indicates that all work performed under the contract are subject to the requirements of Section 3.

Who receives Economic Opportunities under Section 3?

For training and employment:

- persons in public and assisted housing;
- persons in the affected project neighborhood;
- participants in HUD Youth-build programs;
- homeless persons.

For contracting:

- businesses which fit the definition of a Section 3 business.

How can individuals and businesses find out more about Section 3?

Contact the Fair Housing and Equal Opportunity representative at your nearest HUD Office.

ATTACHMENT H – SECTION 3 BROCHURE - SPANISH

¿Cómo obliga el HUD a cumplir la ley y cómo vigila su cumplimiento?

El HUD vigila el desempeño de los receptores de la asistencia y de los contratistas. El HUD examina las constancias de empleo y de las contrataciones para saber si se han tomado medidas para capacitar y dar empleo a los residentes según la Sección 3, así como para adjudicar contratos a las empresas según la Sección 3.

¿Qué se hace si alguna empresa parece no cumplir con la Sección 3?

Existe un procedimiento de denuncia. Los residentes y las empresas según la

Sección 3 pueden presentar denuncias si consideran que ha ocurrido una infracción de los requisitos de la Sección 3 que afecta a un proyecto financiado por el HUD, planificado o en vías de realización. Estas denuncias se investigarán y se procurará resolverlas de forma voluntaria. Hay derecho de apelación ante el Secretario. Los residentes y las empresas según la Sección 3 también pueden recurrir al desagravio por vía judicial.

¿Cómo pueden quejarse las empresas o los residentes según la Sección 3 de las infracciones de la misma?

Pueden presentar una denuncia por escrito a la delegación local de HUD/FHEO o a:

The Assistant Secretary for Fair Housing
and Equal Opportunity
U.S. Department of Housing and Urban Development
451 Seventh Street, SW, Room 5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9275 (TTY)
www.espanol.hud.gov

En las denuncias por escrito se incluirán los datos siguientes:

Nombre y dirección del denunciante;
Nombre y dirección del denunciado (beneficiario o contratista del HUD);
Descripción de los actos u omisiones que supuestamente han infringido la Sección 3;
Declaración de las medidas correctivas que se solicitan.

HUD-1476-FHEO Rev 2 (Spanish) (4/06)

Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos de América

SECCIÓN 3 OPORTUNIDAD ECONÓMICA

Un trozo del ideal americano

Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos

Igualdad de Vivienda e Igualdad de Oportunidades

April 2006
HUD-1476-FHEO Rev 2 (Spanish)
OMB Approval Number 2529-0043 (exp. 8/31/2007)
Previous Editions are Obsolete

Sección 3 de la Ley

Conforme a la Sección 3 de la Ley de Vivienda y Desarrollo Urbano de los Estados Unidos de 1968 (que figura en la Sección 1701u, enmendada, del título 12 del Código de los Estados Unidos), las oportunidades económicas que generen determinados tipos de asistencia financiera concedida por el Departamento de Vivienda y Desarrollo Urbano (HUD), incluida la destinada a la vivienda pública y la de los pueblos indígenas, se deberá proporcionar, en lo que sea factible, a las personas de ingresos bajos o muy bajos, especialmente a las que reciben asistencia pública para la vivienda, así como a las empresas que ofrecen oportunidades económicas a esas personas.

El HUD también administra otros programas conforme a la Sección 3. Para distinguir entre los programas para la vivienda pública y los destinados a los pueblos indígenas, estos otros programas proporcionan asistencia para la vivienda o para el desarrollo comunitario dirigida a la rehabilitación y construcción de viviendas o a otros proyectos de construcción pública.

¿Quiénes son los residentes según la Sección 3?

Los residentes de viviendas públicas, incluidos los discapacitados.

Las personas de ingresos bajos o muy bajos que viven donde hay bloques de viviendas que reciben asistencia del HUD.

¿Cuáles son las empresas según la Sección 3?

Por una empresa según la Sección 3 se entiende:

La que es propiedad de residentes según la Sección 3.
La que emplea a residentes según la Sección 3.
La que subcontrata a empresas que proporcionan oportunidades a personas de ingresos bajos o muy bajos.

¿Qué tipos de oportunidades económicas se ofrecen según la Sección 3?

- Oportunidades de trabajo y empleo
- Oportunidades de capacitación y educación
- Contracts and Business opportunities

¿Quién proporcionará las oportunidades económicas?

Los receptores de la asistencia financiera del HUD y sus contratistas y subcontratistas están obligados a elaborar planes conforme a la Sección 3 para asegurar que, en lo que sea factible, se proporcionen oportunidades a las personas de ingresos bajos o muy bajos y a las empresas que reúnan las condiciones que estipula la Sección 3. En esos planes se especificará que todos los trabajos efectuados conforme al contrato cumplan con los requisitos de la Sección 3.

¿Quién recibe las oportunidades económicas según la Sección 3?

Con fines de capacitación y empleo:

- Los residentes en viviendas públicas o subvencionadas;
- Los residentes en el vecindario de las viviendas públicas o subvencionadas;
- Los participantes en los programas del HUD de ayuda a la juventud (Youth-build programs);
- Las personas sin hogar.

Para conseguir contratos:

- Los negocios que se ajusten a la definición de las empresas según la Sección 3.

¿Cómo pueden las personas y las empresas recibir más información acerca de la Sección 3?

Deben comunicarse con el representante de la Oficina para la Equidad de Vivienda e Igualdad de Oportunidades (Fair Housing and Equal Opportunity, FHEO), en la delegación del HUD más cercana.

ATTACHMENT I

DEMOLITION PERMIT APPLICATION – CITY OF GOLDSBORO

(Demolition Permit Application is provided for information only and to identify the requirements of the City of Goldsboro. It does not have to be completed and submitted with Bid.)

DEMOLITION PERMIT APPLICATION

City of Goldsboro – 200 N. Center Street, Goldsboro, NC 27530

Phone: (919) 580-4389 or (919) 580-4385 Fax: (919) 580-4315

Permit # ____________________ **(For Office Use Only)** **Date:** ____________________

Please circle one: Residential or Commercial **Square Footage** ______________

NOTE: A STATE PERMIT IS REQUIRED FOR ALL COMMERCIAL DEMOLITIONS

ADDRESS OF DEMOLITION: ____

Owner: ________________________________ **Phone:** ____________________

Owner Address: ____________________ **City** ______________ **State** _____ **Zip** _____

DEMOLITION CONTRACTOR: ________________________ **State License #** ____________

Address ________________________________ **City** ______________ **State** _____ **Zip** _____

Phone: ____________________ **Email:** ________________________

Cost of Demolition, Clean up, Leveling, Seeding Lot, Grade property for proper drainage and reseed, flag and cap sewer line at main connection: $ ____________________

Demolition Permit Basic Fees: Residential: $100.00 or Commercial: $125.00
(plus a $15.00 technology fee which is added to all permits)
Plus
$1,000.00 cash bond, to be posted at time of permit issuance, unless you are a licensed/insured contractor
(in which case, a copy of your insurance information must be submitted)

TOTAL PERMIT FEE ______________

An Asbestos Inspection Report prepared by an NC Accredited Asbestos Inspector must be provided with application to demolish any building. It is the contractor's responsibility to properly notify the Department of Health and Human Services Division of Public health – Health Hazards Control Unit at least ten (10) working days before the demolition is to begin whether or not the building is known to contain asbestos.

PLEASE NOTE – Failure on the part of the property owner or his contractor (whomever applied for the permit) to completely demolish, remove all debris, grade for proper drainage, reseed, flag and cap sewer line at main within sixty (60) days of obtaining a demolition permit shall be cause for forfeiture of the $1000.00 demolition bond. YOU MUST CALL FOR PROPER INSPECTIONS.

I hereby certify that the information on this application is correct and that all work in connection with the above referenced joy will be performed under my supervision and that such work complied with the requirement of the NC State Building Codes and applicable City of Goldsboro Ordinances.

I have read and understand the above requirements that must be met in order for any $1000 Bond to be returned to me.

Contractor/Applicant ________________________________ **Date:** ______________