NORTH CAROLINA

WAYNE COUNTY

The Wayne County Board of Commissioners met on Tuesday, August 16, 2022, at 9:04 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

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

Members absent: None

Briefing Session

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

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

Chairman Joe C. Daughtery made the following adjustments to the agenda:

- Add Diversity Policy Working Group to New Business
- Add Legislative Goals to New Business
- Add Update on State of Emergency and Remote Meetings to New Business

Finance Director Allison Speight reviewed the Budget Amendments and answered questions from the board.

Staff Attorney Andrew Neal reviewed the Sale of Surplus Property at 1005 Ivy Street, Goldsboro, NC. County Attorney E. B. Borden Parker stated the Board of Commissioners can adopt a policy stating they will not sell unless adjoining property owners are notified first.

Chairman Joe C. Daughtery asked to remove the Surplus Property sale of 1005 Ivy Street from the Consent Agenda to New Business.

IT Director Ryan Preble explained the issue of the road/driveway for the new DSS/HD building, stating the issue is with the DOT and they will make the determination.

Closed Session

At 8:36 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to discuss the acquisition of real property and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

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

Call to Order

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

Invocation

Commissioner Antonio Williams gave the invocation.

Pledge of Allegiance

Commissioner Chris Gurley led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

Approval of Minutes

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the minutes of the regularly scheduled meetings of the Board of Commissioners on July 19, 2022, and August 2, 2022.

Discussion/Adjustment of Agenda

The agenda was adjusted by the following:

- Add Diversity Policy Working Group to New Business
- Add Legislative Goals to New Business
- Add Update on State of Emergency and Remote Meetings to New Business
- Move Item #2 from Consent Agenda to New Business

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the adjusted agenda.

Motion to Approve Authorizing Moseley Architects to Proceed to Full Construction Documents Phase for the DSS/HD Project

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved authorizing Moseley Architects to proceed to Full Construction Documents Phase for the DSS/HD Project, as recommended by the Facilities Committee.

Motion to Recommend Approval of Task Order #2 with CDM Smith for Commissioning Agent Services for the Detention Center Expansion Project

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved to recommend approval of Task Order #2 with CDM Smith for Commissioning Agent Services for the Detention Center Expansion Project, as recommended by the Facilities Committee.

Appointment Committee

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the appointment of Jean Evans Milleson to the Wayne County Public Library Advisory Board, as recommended by the Library Advisory Board.

Consent Agenda

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved and authorized the following items under the consent agenda:

1. Budget Amendments
   a. Sheriff's Office - #61
   b. Health Dept. - #65
   c. 21-22 Debt Project Fund - #66
   d. Sheriff's Office - #67
   e. Sheriff's Office - #68
   f. Debt Service Reserve Fund - #70
   g. Comprehensive Opioid Program - #72
   h. Library - #73
   i. DSS - #77
   j. Soil & Water - #79
2. Motion to Approve proposed changes to the Wayne County Animal Control Ordinances, as requested by the Wayne County Animal Control Advisory Board, attached hereto as Attachment A.
3. Motion to Approve Change Order #1 for the Apron Pavement Rehabilitation Project, and Appropriate Budget Amendment, attached hereto as Attachment B.

4. Motion to Approve Amendment #4 to WK Dickson's Work Authorization #1, (Pending DOA Approval), and Appropriate Budget Amendment, attached hereto as Attachment C.

5. Motion to Approve WK Dickson's Work Authorization #4, and Appropriate Budget Amendment, attached hereto as Attachment D.

6. Motion to Approve Canceling the September 6, 2022, Board of Commissioners meeting, attached hereto as Attachment E.

Motion to Accept Tax Collector's Settlement for Calendar Year 2021 Taxes and Prior Years

Tax Administrator Alan Lumpkin presented the Tax Collector's Settlement, attached hereto as Attachment F. He thanked his staff in the Tax Office and introduced Shanika Hall, Collection Division Manager.

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the motion to Accept Tax Collector's Settlement for Calendar Year 2021 Taxes and Prior Years.

Motion to Approve Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2022 and all Prior Years Outstanding Taxes

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Order Directing the Tax Collector to Collect the Taxes Charged in the Tax Records and Receipts for Calendar Year 2022 and all prior years outstanding taxes, attached hereto as Attachment G.

Motion to Appoint Alan Lumpkin as Tax Administrator for Four (4) Years

Upon motion of Commissioner Chris Gurley, the Board of Commissioners unanimously approved the appointment of Alan Lumpkin as Tax Administrator for four (4) years.

Clerk to the Board Carol Bowden administered the oath of office to Tax Administrator Alan Lumpkin, attached hereto as Attachment H.

Motion to Approve the new five (5)-year contract with Axon, as recommended by IT Director and Special Projects Manager Ryan Preble and Sheriff Larry M. Pierce

IT Director and Special Projects Manager Ryan Preble reviewed the contract, attached hereto as Attachment I, with the Board of Commissioners. Major Chris Worth assisted in the explanations and answered questions from the Board.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the new five (5)-year contract with Axon.

Discussion of Creating a Diversity Policy Working Group

Chairman Joe C. Daughtery announced the formation of the Diversity Policy Working Group. He stated Commissioner Bevan Foster would lead the group, with Commissioner Chris Gurley, County Manager Chip Crumpler, Staff Attorney Andrew Neal, and Human Resources Director Ginger Moore as the remaining persons in the group.

Discussion of Legislative Goals

Chairman Joe C. Daughtery began by reviewing the 2020 Legislative Goals, attached hereto as Attachment J. The following goals will be sent to the North Carolina Association of County Commissioners by September 12, 2022, to be included in the presentation to the North Carolina Legislature.

- Allow local County Board of Commissioners the authority, without a voter referendum, to levy a new additional ¼-ent sales tax, specifically designated for school/community college capital projects.

- Continue with high-speed Broadband expansion for unserved and under-served residents, and change definition of unserved and under-served.
- Seek additional revenue sources via a state-wide bond referendum for public schools and community college construction.
- Support State funding and staffing for agricultural research, Cooperative Extension services, and other agriculture-related efforts to support the largest economic driver in North Carolina.
    - Support legislation allowing counties to collaborate with neighboring counties to establish multi-jurisdictional regional Agricultural Business Districts that allow for favorable taxation and incentives to attract agricultural businesses to the region.
    - Support legislation to protect farming operations from nuisance lawsuits, including those as defined by the state and small farms in rural counties.
- Expand state resources to ensure ability of counties to provide essential medical, mental health, and social services, to persons incarcerated in local detention facilities.
- Support legislation to provide exceptions to the K-3 class size mandate, including but not limited to, lack of school facility space, and availability of qualified teachers.
- Seek legislation allowing counties to levy a local 911 usage fee to supplement existing state funds to ensure adequate funding for next-gen technology.
- Continue support for Hurricane Matthew and Hurricane Florence recovery.
- Support Goals of the NC Military Affairs Commission.
    - Protect North Carolina's existing military installations and missions
    - Expand defense related economic development in North Carolina
    - Improve the quality of life for military members and families
    - Provide legislative and state agency coordination for military related issues
    - Lead the state's efforts to prepare for the next base realignment and closure (BRAC) process.
    - Work with the state to enact professional licensure reciprocity to allow families of service members to immediately gain employment in communities where they are stationed.
- Explore Wayne County receiving commuter rail service

Update on the Governor Rescinding the State of Emergency and Remote Meetings

Clerk to the Board Carol Bowden explained the expiration of the State of Emergency, which began in May of 2020 due to COVID-19, and ended August 15, 2022. The remote meetings law expired at the same time, meaning the Board of Commissioners could have a local policy allowing for remote participation by a member, but that member would not count towards a quorum and their vote would not count. The member could participate in discussions. Staff Attorney Andrew Neal answered questions and clarified the open meetings law for the Board.

Chairman Joe C. Daughtery asked for an update on mask mandates.

Motion to Approve the Sale of Surplus Property at 1005 Ivy Street, Goldsboro, NC, jointly owned with the City of Goldsboro

The Board continued discussion from the agenda briefing regarding the adjoining property owners being notified of a sale. Staff Attorney Andrew Neal spoke to the City of Goldsboro and was told the adjoining property owners were not notified of the sale.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved to deny the sale of surplus property at 1005 Ivy Street, Goldsboro, NC, jointly owned with the City of Goldsboro, as requested by the City of Goldsboro, and to require all municipalities to notify adjoining property owners regarding the surplus sale of jointly owned property with the County of Wayne.

County Manager's Report

County Manager Chip Crumpler stated he met with WithersRavenel regarding the Genoa Sewer System and said they would meet with the full Board of Commissioners soon. He stated the County was denied, for the third time, the G.R.E.A.T. grant for Broadband expansion. Mr. Crumpler said the County does not yet have a grant writer but the RFP is open for three more weeks.

Chairman Joe C. Daughtery asked Mr. Crumpler to make a recommendation on an alternative to the Broadband issue, possibly using ARP funding, to expand Broadband services. He asked Mr. Crumpler to bring a recommendation to the Board at the September 20, 2022 meeting.

Board of Commissioners Committee Reports and Comments

Commissioner Bevan Foster had no comment.

Commissioner Barbara Aycock thanked Clerk to the Board Carol Bowden and Deputy Clerk Kayla Whitley for their hard work to make the NCACC conference trip enjoyable. Commissioner Aycock asked everyone to keep the law enforcement families in their prayers.

Commissioner Antonio Williams had no comment.

Commissioner Freeman Hardison, Jr. stated COVID-19 is "still with us" and said UNC Wayne Health has a 19+% positivity rate and expects a peak in four to five weeks. He also asked the community to apply for Boards and Commissions.

Commissioner Chris Gurley asked the public to keep law enforcement and first responders in their thoughts and prayers. He thanked several businesses for donating to Sgt. Fishman's funeral and service. He also shared information regarding the Wake County deputy killed in the line of duty last week. He asked everyone to keep Sheriff Larry M. Pierce in their prayers, as he has a lot going on.

Vice-Chairman George Wayne Aycock, Jr. stated he attended the Chamber's Legislative Breakfast and the NCACC Annual Conference in Concord, including an emergency management seminar. He said he is mad about the number of law enforcement officers shot in the past week and asked everyone to keep law enforcement and first responders in their prayers.

Chairman Joe C. Daughtery recognized Ms. Mamie Lofton for reaching her 100th birthday, and congratulated Greg Batts for being sworn in the Goldsboro City Council. He stated he attended the NCACC Annual Conference and discussed the www.nccash.com website run by the State Treasurer for unclaimed deposits and monies belonging to North Carolina citizens. Chairman Daughtery received $312 for an account that was closed and he was not aware existed. He recommended everyone check out the site.

Closed Session

At 10:22 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to discuss the acquisition of real property and to consider the qualifications, competence, performance, character, fitness, conditions of appointment, conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

At 11:14 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

Adjournment

At 11:15 a.m., Chairman Joe C. Daughtery adjourned the meeting of the Wayne County Board of Commissioners.

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

TO: WAYNE COUNTY BOARD OF COMMISSIONERS

FROM: ANDREW NEAL, STAFF ATTORNEY
GRAHAM PRICE, ANIMAL SERVICES DIRECTOR

SUBJECT: PROPOSED CHANGES TO THE WAYNE COUNTY ANIMAL CONTROL ORDINANCES

DATE: 8/4/2022

CC: CHIP CRUMPLER, COUNTY MANAGER

The Animal Control Advisory Committee recently voted to recommend that the Board of Commissioner adopt several changes to the Wayne County Animal Control Ordinance. These changes were approved at the April 12, 2022 and the July 29, 2022 Advisory Board meetings. County legal staff reviewed the proposed changes and made modifications prior to Advisory Board approval. No public hearing is required prior to consideration of the ordinance changes.

SUMMARY OF RECOMMENDED CHANGES

ADEQUATE SHADE FOR ANIMALS

Existing Ordinance:

Section 10-1. Definitions.

Adequate shelter: A structure that shall protect the animal from the elements consisting of at least three solid walls a roof and a floor and suitable bedding material and shall provide enough room for the animal to stand and turn around.

Section 10-4. Cruelty to Animals.

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare any animal, or to cause or procure such action. The words "torture" and "torment" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful shooting of birds, deer and other game for human food;

nor to prohibit an animal's owner, a veterinarian, the health director or animal control program agents from destroying dangerous, unwanted or injured animals in a humane manner, nor to prohibit the lawful use of animals in scientific research.

(1) Domestic pets shall be provided with adequate shelter.

(2) Domestic animals shall be provided suitable food and have access to clean drinking water at all times.

Animal cruelty investigator(s) may be appointed by the Wayne County Board of Commissioners as provided under G.S. 19A-45. An animal cruelty investigator(s) have the responsibility for carrying out the defined duties of an animal cruelty investigator as mandated by G.S. 19A and 46-47. An animal control officer may be requested to accompany the investigator on animal seizures.

Proposed Changes:

Section 10-1. Definitions.

Amend Section 10-1 to include the following definition of adequate shade:

Adequate shade: One (1) or more outside areas of shade, large enough to contain at one time all pets present and to protect them from the direct rays of the sun. A doghouse (defined as adequate shelter) shall not constitute adequate shade. For all other species that, as determined by species, require shade, *adequate shade* means one (1) or more outside areas of shade large enough to protect all the animals present from the direct rays of the sun.

Section 10-4. Cruelty to Animals.

Amend Section 10-4 to make it unlawful for a person to fail to provide adequate shade:

It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare any animal, or to cause or procure such action. The words "torture" and "torment" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit lawful shooting of birds, deer and other game for human food; nor to prohibit an animal's owner, a veterinarian, the health director or animal control program agents from destroying dangerous, unwanted or injured animals in a humane manner, nor to prohibit the lawful use of animals in scientific research.

(1) Domestic pets shall be provided with adequate shelter and adequate shade as defined by Section 10-1.

(2) Domestic animals shall be provided suitable food and have access to clean drinking water at all times.

Animal cruelty investigator(s) may be appointed by the Wayne County Board of Commissioners as provided under G.S. 19A-45. An animal cruelty investigator(s) have the responsibility for carrying out the defined duties of an animal cruelty investigator as mandated by G.S. 19A and 46-47. An animal control officer may be requested to accompany the investigator on animal seizures.

REDEMPTION OF ANIMALS BY OWNERS

Existing Ordinance:

Section 10-28. Redemption by owner generally.

(a) The owner of an animal impounded under this article may redeem the animal and regain possession thereof within 120 hours five days after impoundment is given or posted, as required by section 10-27, by complying with all applicable provisions of this chapter and paying any necessary veterinarian's fee and a boarding fee approved by the board of county commissioners.

(b) No animal owner may be permitted to adopt his own animal under the provisions of section 10-29 in order to reclaim an animal that has been impounded pursuant to state law or this article.

(c) The shelter fees shall be as follows:

(1) Ordinary redemption:

a. *First impoundment within a one-year period*—$25.00

b. *Second impoundment within a one-year period*—$50.00

c. *Third impoundment within a one-year period*—$75.00

(2) Or as adopted in the county annual budget ordinance.

Proposed Change:

Section 10-28. Redemption by owner generally.

(a) The owner of an animal impounded under this article may redeem the animal and regain possession thereof within 72 hours (3 days) after impoundment is given or posted, as required by section 10-27, by complying with all applicable provisions of this chapter and paying any necessary veterinarian's fee and a boarding fee approved by the board of county commissioners.

(b) No animal owner may be permitted to adopt his own animal under the provisions of section 10-29 in order to reclaim an animal that has been impounded pursuant to state law or this article.

(c) The shelter fees shall be as follows:

(1) Ordinary redemption:

a. *First impoundment within a one-year period*—$25.00

b. *Second impoundment within a one-year period*—$50.00

c. *Third impoundment within a one-year period*—$75.00

(2) Or as adopted in the county annual budget ordinance.

DANGEROUS DOG DESIGNATIONS AND PROCEDURES

Existing Ordinance:

Sec 10-8 Confinement and control of dangerous animals and dangerous dogs.

(a) It is unlawful for any owner to maintain or harbor unconfined or unrestrained any dangerous dog or animal.

(b) The owner will be notified in writing to confine the dog or animal in a humane secure enclosure. The owner shall post a plainly visible sign upon the secure enclosure warning that a dangerous dog or animal is on the premises. Said sign shall not exceed one foot by two feet or two square feet in area; and, shall be deemed an incidental sign for the purposes of the Wayne County Zoning Ordinance.

(c) The owner shall have 30 days from the date of notification to provide a humane, secure enclosure. The animal deemed "dangerous" shall be under constant restraint on the owner's property during this period.

(d) An animal control officer is empowered to confiscate the dog or animal and harbor it at the owner's expense pending the owner's construction of a humane secure enclosure. If any dangerous animal or dog is confiscated under this provision, the owner of the dangerous dog or animal shall be given written notice at the time of confiscation that if the owner fails to provide a secure enclosure upon the expiration of 30 days from confiscation animal control is authorized to dispose of the animal. If the owner constructs a secure enclosure which is approved by animal control, and the animal is not being destroyed pursuant to 10-21, the animal may be redeemed within 30 days from confiscation so long as all fees owed to animal control for harboring, caring and maintaining the animal are paid.

(e) Dogs or animals trained or being trained in mode of attack are subject to the provisions of (b), (c) and (d) of this section.

Proposed Change:

Sec. 10-8. Determination, Confinement, and Control of Dangerous Dogs

The Animal Services Department Head is designated as the person to be responsible for determining that a dog is a "dangerous dog", or a "potentially dangerous dog" as defined in G.S. 67-4.1. The Wayne County Animal Control Advisory Committee is designated as the board to which appeals may be taken pursuant to G.S. 67-4.1(c). The provisions of G.S. 67-4.1 shall apply to hearings concerning determinations of dangerous or potentially dangerous dogs.

When a dog or animal is declared to be potentially dangerous or dangerous, in addition to any requirements of state law, the following procedures shall be followed:

a) The owner will be notified in writing to confine the dog or animal in a humane secure enclosure. The owner shall post a plainly visible sign upon the secure enclosure warning that a dangerous dog or animal is on the premises. Said sign shall not exceed one foot by two feet or two square feet in area; and, shall be deemed an incidental sign for the purposes of the Wayne County Zoning Ordinance.

b) The owner shall have 30 days from the date of notification to provide a humane, secure enclosure. The animal deemed "dangerous" shall be under constant restraint on the owner's property during this period.

c) An animal control officer is empowered to confiscate the dog or animal and harbor it at the owner's expense pending the owner's construction of a humane secure enclosure. If any dangerous animal or dog is confiscated under this provision, the owner of the dangerous

dog or animal shall be given written notice at the time of confiscation that if the owner fails to provide a secure enclosure upon the expiration of 30 days from confiscation animal control is authorized to dispose of the animal. If the owner constructs a secure enclosure which is approved by animal control, and the animal is not being destroyed pursuant to 10-21, the animal may be redeemed within 30 days from confiscation so long as all fees owed to animal control for harboring, caring and maintaining the animal are paid.

d) Dogs or animals trained or being trained in mode of attack are subject to the provisions of (b), (c) and (d) of this section.

Article 1A.

Dangerous Dogs.

§ 67-4.1. Definitions and procedures.

(a) As used in this Article, unless the context clearly requires otherwise and except as modified in subsection (b) of this section, the term:

(1) "Dangerous dog" means

a. A dog that:

1. Without provocation has killed or inflicted severe injury on a person; or

2. Is determined by the person or Board designated by the county or municipal authority responsible for animal control to be potentially dangerous because the dog has engaged in one or more of the behaviors listed in subdivision (2) of this subsection.

b. Any dog owned or harbored primarily or in part for the purpose of dog fighting, or any dog trained for dog fighting.

(2) "Potentially dangerous dog" means a dog that the person or Board designated by the county or municipal authority responsible for animal control determines to have:

a. Inflicted a bite on a person that resulted in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization; or

b. Killed or inflicted severe injury upon a domestic animal when not on the owner's real property; or

c. Approached a person when not on the owner's property in a vicious or terrorizing manner in an apparent attitude of attack.

(3) "Owner" means any person or legal entity that has a possessory property right in a dog.

(4) "Owner's real property" means any real property owned or leased by the owner of the dog, but does not include any public right-of-way or a common area of a condominium, apartment complex, or townhouse development.

(5) "Severe injury" means any physical injury that results in broken bones or disfiguring lacerations or required cosmetic surgery or hospitalization.

(b) The provisions of this Article do not apply to:

(1) A dog being used by a law enforcement officer to carry out the law enforcement officer's official duties;

(2) A dog being used in a lawful hunt;

(3) A dog where the injury or damage inflicted by the dog was sustained by a domestic animal while the dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury was to a species or type of domestic animal appropriate to the work of the dog; or

(4) A dog where the injury inflicted by the dog was sustained by a person who, at the time of the injury, was committing a willful trespass or other tort, was tormenting, abusing, or assaulting the dog, had tormented, abused, or assaulted the dog, or was committing or attempting to commit a crime.

(c) The county or municipal authority responsible for animal control shall designate a person or a Board to be responsible for determining when a dog is a "potentially dangerous dog"

and shall designate a separate Board to hear any appeal. The person or Board making the determination that a dog is a "potentially dangerous dog" must notify the owner in writing, giving the reasons for the determination, before the dog may be considered potentially dangerous under this Article. The owner may appeal the determination by filing written objections with the appellate Board within three days. The appellate Board shall schedule a hearing within 10 days of the filing of the objections. Any appeal from the final decision of such appellate Board shall be taken to the superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the appellate Board. Appeals from rulings of the appellate Board shall be heard in the superior court division. The appeal shall be heard de novo before a superior court judge sitting in the county in which the appellate Board whose ruling is being appealed is located. (1989 (Reg. Sess., 1990), c. 1023, s. 1.)

§ 67-4.2. Precautions against attacks by dangerous dogs.

(a) It is unlawful for an owner to:

(1) Leave a dangerous dog unattended on the owner's real property unless the dog is confined indoors, in a securely enclosed and locked pen, or in another structure designed to restrain the dog;

(2) Permit a dangerous dog to go beyond the owner's real property unless the dog is leashed and muzzled or is otherwise securely restrained and muzzled.

(b) If the owner of a dangerous dog transfers ownership or possession of the dog to another person (as defined in G.S. 12-3(6)), the owner shall provide written notice to:

(1) The authority that made the determination under this Article, stating the name and address of the new owner or possessor of the dog; and

(2) The person taking ownership or possession of the dog, specifying the dog's dangerous behavior and the authority's determination.

(c) Violation of this section is a Class 3 misdemeanor. (1989 (Reg. Sess., 1990), c. 1023; 1993, c. 539, s. 532; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 67-4.3. Penalty for attacks by dangerous dogs.

The owner of a dangerous dog that attacks a person and causes physical injuries requiring medical treatment in excess of one hundred dollars ($100.00) shall be guilty of a Class 1 misdemeanor. (1989 (Reg. Sess., 1990), c. 1023; 1993, c. 539, s. 533; 1994, Ex. Sess., c. 24, s. 14(c).)

§ 67-4.4. Strict liability.

The owner of a dangerous dog shall be strictly liable in civil damages for any injuries or property damage the dog inflicts upon a person, his property, or another animal. (1989 (Reg. Sess., 1990), c. 1023, s. 1.)

§ 67-4.5. Local ordinances.

Nothing in this Article shall be construed to prevent a city or county from adopting or enforcing its own program for control of dangerous dogs. (1989 (Reg. Sess., 1990), c. 1023, s. 1.)

CHANGE ORDER #1

Date: August 3, 2022

Agreement Date: _____

PROJECT:	GWW – Apron Pavement Rehabilitation
OWNER:	Wayne County
CONTRACTOR:	Barbour Brothers Construction, Inc.
PROJECT NUMBERS:	36244.31.6.1
WKD #:	20210465.00.RA

The following changes and/or additions are hereby made to the Contract Documents as follows:

See the attached spreadsheet for quantity/cost changes.

Total Change Order #1: **$74,531.50**

Change to Contract Time: 15 Additional Days (5 for PCC & 10 for undercut)

Justification for Change Order: Items 8, 15, 33, 34, 35, 36 & 37 are tied to Bulletin #1. The construction contract includes line items for CCTV inspection of the existing pipes under the apron pavement and sufficient quantities for the full replacement of the two piping systems if needed. Review of the CCTV results provided by the contractor revealed that most of the existing concrete pipe is in good condition and does not require replacement. Bulletin #1 revises the original construction plans to clarify what pipes will be replaced and what will remain in place.

Items 22 & 23 are being increased to cover anticipated undercut and backfill quantity overruns in Phase 2. There was a significant amount of undercut required in Phase 3 and it is expected that there will be in Phase 2, also. Item Add. -2 (Additive Bid No. 1 Item 2) is being increased to cover the Phase 3 quantity overrun and anticipated additional quantity in Phase 2 for excavation of contaminated soils.

Items 4, 20, 24, 27 & 28, as well as the three new items are tied to Bulletin #2 which changes sections of the apron pavement in front of the fuel farm and in front of UNC Health's helicopter hangar from asphalt pavement to concrete (PCC) pavement. Bulletin #2 also moves and expands the temporary fuel farm access route to accommodate fuel deliveries.

Change to Contract Price:

Original Contract Price	$ 2,542,716.00
The Contract Price due to this Change is increased by	$ 74,531.50
New Contract Price, including this Change Order will be	**$ 2,617,247.50**

Accepted by: Wayne County

Chip Crumpler, County Manager — Date: 8/16/22

Requested by: Barbour Brothers Construction, Inc.

Justin Barbour, Vice President — Date

Recommended by: W.K. Dickson & Co., Inc.

Jason Elliott, Project Manager — Date: August 5, 2022

CHANGE ORDER NO. 1

OWNER: Wayne County

OWNER'S ADDRESS: Wayne County
PO Box 227
Goldsboro, NC 27533-0227

NAME OF AIRPORT: Wayne Executive Jetport

LOCATION OF AIRPORT: Pikeville, NC

NAME OF CONTRACTOR: Barbour Brothers Construction, Inc.

ADDRESS OF CONTRACTOR: P.O. Box 95, 2496 NC 581 N
Pikeville, NC 27863

DESCRIPTION OF WORK:
Apron Pavement Rehabilitation
NCDOA No. 36244.31.6.1

DATE PREPARED: August 3, 2022
PROJECT NUMBER: 20210465.00.RA
ORIGINAL AMOUNT OF CONTRACT: $2,542,716.00

ITEM NO.	& DESCRIPTION	UNIT	ORIGINAL ESTIMATED QUANTITY	NEW ESTIMATED QUANTITY	ORIGINAL UNIT COST	NEW UNIT COST	ORIGINAL EXTENDED TOTAL	NEW EXTENDED TOTAL
4	Installation and Removal of Temporary Linear Fiber Roll	LF	1325	1462	$9.00	$9.00	$11,925.00	$13,158.00
8	Installation of Riprap Apron Outlet	SY	21	0	$175.00	$175.00	$3,675.00	$0.00
15	Removal of Existing RCP (all sizes)	LF	538	32	$22.00	$22.00	$11,836.00	$704.00
20	Temporary Fuel Farm Gravel Access	SY	495	543	$35.00	$35.00	$17,325.00	$19,005.00
22	Unsuitable Excavation	CY	3,700	7,000	$18.00	$18.00	$66,600.00	$126,000.00
23	Woven Geotextile (Mirafi 550x or Approved Equal)	SY	1,357	7,500	$3.00	$3.00	$4,071.00	$22,500.00
24	Crushed Aggregate Base Course (P-209 Stone)	CY	10,110	9,951	$59.00	$59.00	$596,490.00	$587,109.00
27	Hot Mix Asphalt (HMA) Pavement Surface Course	TON	6,357	6,138	$135.00	$135.00	$858,195.00	$828,630.00
28	Emulsified Asphalt Tack Coat	GAL	4,080	3,935	$2.50	$2.50	$10,200.00	$9,837.50
33	24-inch RCP Class IV	LF	292	32	$115.00	$115.00	$33,580.00	$3,680.00
34	30-inch RCP Class IV	LF	240	0	$140.00	$140.00	$33,600.00	$0.00
35	Pre-cast Concrete Drop Inlet (Doghouse)	EA	2	1	$6,750.00	$6,750.00	$13,500.00	$6,750.00
36	Pre-cast Concrete Drop Inlet, Aircraft Rated (Doghouse)	EA	2	1	$29,000.00	$29,000.00	$58,000.00	$29,000.00
37	30-inch Concrete Endwall	EA	1	0	$5,500.00	$5,500.00	$5,500.00	$0.00
Add.-2	Excavation of Contaminated Soils	TON	400	550	$95.00	$95.00	$38,000.00	$52,250.00
New	Sawcut Existing Concrete	LF	0	177	$0.00	$25.00	$0.00	$4,425.00
New	Portland Cement Concrete (10")	SY	0	978	$0.00	$110.00	$0.00	$107,580.00
New	Joint Sealing	LF	0	1,100	$0.00	$24.00	$0.00	$26,400.00
	TOTAL:						**$1,762,497.00**	**$1,837,028.50**
NET CONTRACT CHANGE								**$74,531.50**

WK Dickson & Co., Inc.

Work Authorization #1 – Amendment #4
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
GWW: Apron Pavement Rehabilitation
(Additional Design & Construction Services for Taxilane Reconstruction)
August 5, 2022

WBS: 36244.31.6.1
Partner Connect Request Number: 4251

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

PROJECT DESCRIPTION

On July 20, 2021, Wayne County (OWNER) authorized WK Dickson (ENGINEER) to proceed with bidding and construction phase services for the rehabilitation of the existing apron pavement at the Wayne Executive Jetport (GWW). The OWNER would like to add the reconstruction of the taxilane adjacent to the apron that serves GWW's "Sunshade Hangars". The existing pavement holds water and is in poor condition. The existing pavement also has a sever dip that could potentially damage aircraft being tugged across it. The taxilane location is shown on the attached Exhibit 1.

The amendment will also add additional budget for Quality Assurance (QA) Testing due to a larger than anticipated amount of undercut below the apron pavement. The additional QA budget for the apron undercut will be a separate task from the QA testing for the taxilane reconstruction.

Amendment #4 to Work Authorization #1 will add the design and construction services necessary for the taxilane reconstruction. The below scope of services outlines additional project management and grant administration, taxilane design, additional construction administration, topographic survey, full-time construction observation, and additional QA testing services to be provided by ENGINEER to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

SCOPE OF SERVICES

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

WK Dickson & Co., Inc.

1. **Taxilane Design:** The ENGINEER will provide Design Phase services for the taxilane reconstruction. Design phase services shall include the following:

   a. Perform pavement design in accordance with FAA Advisory Circulars 150/5320-6G, *Airport Pavement Design and Evaluation.*

   b. ENGINEER will submit final drawings to be incorporated into the current plans by change order. It is anticipated that design drawings will generally consist of the following elements:

      i. Demolition Plan
      ii. Site Layout Plan
      iii. Grading and Erosion Control Plan
      iv. Construction Details

   c. Quantity calculations for incorporation in change order.

   d. ENGINEER will perform internal quality review of plans, specifications, and contract documents prior to issuing the change order.

2. **Construction Administration (Taxilane):** Additional Construction Administration services shall include the following:

   a. Preparation, distribution, and coordination of change order execution.

   b. General construction administration.

   c. Additional construction progress meeting.

Basic Services

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

1. **Topographic Survey (Taxilane):** Perform survey necessary to collect information needed for design of the taxilane. Survey will be completed by Surveying and Mapping, LLC (SAM) as a subconsultant to WK Dickson. Subconsultant proposal and survey area are shown in Attachment 'B'.

WK Dickson & Co., Inc.

2. **Full-Time Construction Observation (Taxilane):** Observation of construction by the RPR will be fulfilled by Surveying and Mapping, LLC (SAM), as a subconsultant to WK Dickson. SAM's fee estimate is included in Attachment 'C'.

3. **Quality Assurance (QA) Testing (Taxilane):** Provide quality assurance testing in accordance with the contract specifications and the testing criteria contained therein. QA Testing will be provided by ECS Southeast, LLP, as a subconsultant to WK Dickson. ECS's fee estimate is included in Attachment 'D'.

4. **Additional Quality Assurance (QA) Testing (Apron Undercut):** Provide quality assurance testing in accordance with the contract specifications and the testing criteria contained therein. QA Testing will be provided by ECS Southeast, LLP, as a subconsultant to WK Dickson. ECS's fee estimate is included in Attachment 'E'.

FEE SCHEDULE

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

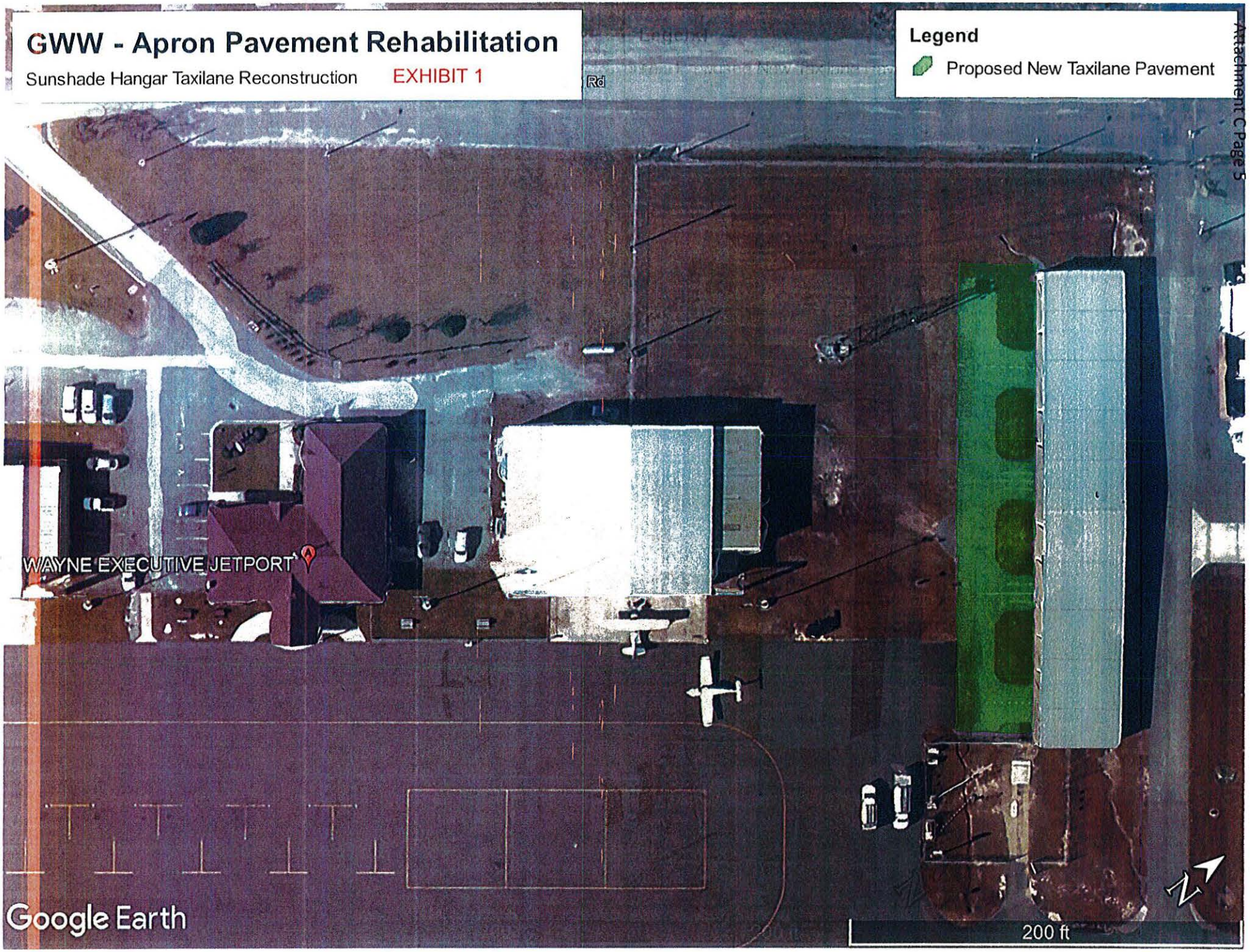
Basic Services		
Taxilane Design	Lump Sum	$7,057
Construction Administration (Taxilane)	Lump Sum	$4,793
Special Services		
Topographic Survey (Taxilane; Sub – SAM)	Lump Sum	$8,400
Full-Time Construction Observation (TL; Sub – SAM)	NTE	$8,797
QA Testing (Taxilane; Sub – ECS)	NTE	$4,884
Add. QA Testing – Apron Undercut (Sub – ECS)	NTE	$6,718
	(Revised Total Fee)	($30,118)
	Amend. #4 Total	**$40,649**

The total fee of all work in this amendment is in the amount of **$40,649** and is summarized in Attachment 'A'.

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

WK Dickson & Co., Inc.

Requested By:		**Accepted By:**	
WAYNE COUNTY		**W.K. DICKSON & CO., INC.**	
By:		By:	
Typed Name:	Chip Crumpler	Typed Name:	Scott Sigmon
Title:	County Manager	Title:	Vice President
Date:	8/16/22	Date:	


GWW - Apron Pavement Rehabilitation
Sunshade Hangar Taxilane Reconstruction
EXHIBIT 1
Legend
Proposed New Taxilane Pavement
Rd
WAYNE EXECUTIVE JETPORT
Google Earth
200 ft
N

ATTACHMENT 'A'

PROJECT DESCRIPTION: GWW: WA#1, Amend. #4 - Apron Pav. Rehab. (Add. Design & Construction Services)		DATE PREPARED: 8-5-22	AVIATION NUMBER:
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.		TIP NUMBER:	WBS NUMBER:

TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications							SUB-TOTAL
		Principal	Senior Project Manager	Project Manager	Senior Project Engineer	Senior Designer	Construction Observer	Admin.	
	Basic Services								
	1. Taxilane Design								
a.	Pavement Design			1.00	2.00				3.00
b.	Plans & Specifications for C.O.								
i	Demolition Plan			1.00	2.00	4.00			7.00
ii	Site Layout Plan			1.00	2.00	4.00			7.00
iii	Grading and Erosion Control Plan		1.00	1.00	4.00	8.00			14.00
iv	Construction Details			1.00	1.00	2.00			4.00
c.	Quantity Calculations				1.00	2.00			3.00
d.	QC Review	1.00	2.00						3.00
	Task Subtotals	**1.00**	**3.00**	**5.00**	**12.00**	**20.00**	**0.00**	**0.00**	**41.00**
	2. Construction Administration (Taxilane)								
a.	Change Order preparation & execution		1.00	2.00				1.00	4.00
b.	General construction administration (4 hours / week @ 2 weeks)			2.00	8.00				10.00
c.	Additional construction progress meeting			8.00	2.00				10.00
	Task Subtotals	**0.00**	**1.00**	**12.00**	**10.00**	**0.00**	**0.00**	**1.00**	**24.00**
	Special Services								
	1. Topographic Survey (Taxilane)								
	Topographic Survey (Sub - See SAM Proposal)	**$8,400.00**							
	2. Full-Time Construction Observation (Taxilane)								
	Construction Observation - Taxilane (Sub - See SAM Estimate)	**$8,797.00**							
	3. Quality Assurance (QA) Testing (Taxilane)								
	QA Testing - Taxilane (Sub - See ECS Estimate)	**$4,884.00**							
	4. Additional Quality Assurance (QA) Testing (Apron Undercut)								
	Add. QA Testing - Taxilane (Sub - See ECS Estimate)	**$6,718.00**							
	TOTAL MANHOURS/CATEGORY:	1.00	4.00	17.00	22.00	20.00	0.00	1.00	65.00
	RATES PER HOUR:	$90.87	$71.33	$66.99	$58.86	$44.33	$37.85	$30.63	
	PAYROLL BURDEN:	$90.87	$285.32	$1,138.83	$1,294.92	$886.60	$0.00	$30.63	

TOTAL WORK HOURS:	65.00
TOTAL PAYROLL BURDEN:	$3,727.17
GENERAL OVERHEAD @ 184.41 %:	$6,873.27
SUBTOTAL:	$10,600.44
COMPARATIVE FEE @ 11%:	$1,166.05
Cost of Capital @ 0.39 %	$14.54
TOTAL:	$11,781.03
DIRECT EXPENSES:	$69.44
PRIME GRAND TOTAL:	$11,850.47
Sub Consultant TOTAL:	$28,799.00
GRAND TOTAL:	**$40,649.00**

Taxilane Design =	$7,057.33
Construction Administration (Taxilane) =	$4,793.14
Topographic Survey (Taxilane) =	$8,400.00
Full-Time Construction Observation (Taxilane) =	$8,797.00
QA Testing (Taxilane) =	$4,884.00
Add. QA Testing (Apron Undercut) =	$6,718.00
	$40,649.47

Taxilane Cost:	**$33,931.47**
Apron Cost:	**$6,718.00**

DIRECT EXPENSES						
PROJECT DESCRIPTION: GWW: WA#1, Amend. #4 - Apron Pav. Rehab. (Add. Design & Construction Services)						
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.						
DATE PREPARED: 8-3-22						
GENERAL PROJECT	ITEM	QTY	DESCRIPTION		UNIT COST	
	Travel:					
	Additional Project Management & Grant Admin.					
	Site Visit (Roundtrip Raleigh to GWW)	0	Trip(s) @	124 miles @	$0.560	$0.00
		0	8.5"x11" Xerox Copies	1 sheets @	$0.09	$0.00
	Printing	0	11"x17" Xerox Copies	1 sheets @	$0.15	$0.00
		0	22"x34" Copies (B&W)	1 sheets @	$2.82	$0.00
	Postage	0	Fed Ex Shipment	1 each @	$15.00	$0.00
			Project Management & Grant Administration Total			$0.00
	Concrete Pavement Design					
	Site Visit (Roundtrip Raleigh to GWW)	0	Trip(s) @	124 miles @	$0.560	$0.00
		0	8.5"x11" Xerox Copies	1 sheets @	$0.09	$0.00
	Printing	0	11"x17" Xerox Copies	1 sheets @	$0.15	$0.00
		0	22"x34" Copies (B&W)	1 sheets @	$2.82	$0.00
	Postage	0	Fed Ex Shipment	1 each @	$15.00	$0.00
			Concrete Pavement Design Total			$0.00
	Additional Construction Administration					
	Site Visit (Roundtrip Raleigh to GWW)	1	Trip(s) @	124 miles @	$0.560	$69.44
		0	8.5"x11" Xerox Copies	1 sheets @	$0.09	$0.00
	Printing	0	11"x17" Xerox Copies	1 sheets @	$0.15	$0.00
		0	22"x34" Copies (B&W)	1 sheets @	$2.82	$0.00
	Postage	0	Fed Ex Shipment	1 each @	$15.00	$0.00
			Construction Administration Total			$69.44
				TOTAL		$69.44

ATTACHMENT 'B'

Delivery Method:
Email: Jelliott@wkdickson.com

August 5, 2022

Jason L. Elliott, P.E.
WK Dickson & Co., Inc.
720 Corporate Center Dr.
Raleigh, NC 27607

RE: WKD – Survey & SUE, Wayne Executive Jetport, Pikeville, NC
SAM Project Number: 1022072855

Mr. Elliott,

SAM Companies is pleased to provide you with this proposal for professional surveying services in connection with the above-referenced project. Based upon the request for proposal and the information provided to SAM and upon our previous experience providing surveying services for similar projects, we have prepared the attached proposed Scope of Services, Fee Estimate and Schedule.

After you have reviewed the attached proposed Scope of Services, associated fees and schedule, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We are looking forward to working with you on this project.

Sincerely,

Tommy Taylor, PLS
SUE Department Manager

CC: John Kaukola, PLS – Survey Department Manager

SAM

Project Overview

Surveying And Mapping, LLC (SAM) proposes to provide professional surveying and SUE services to include topographic surveying and SUE QL-B at the Wayne Executive Jetport (GWW) in Pikeville, NC and as depicted in the provided image and shown in "Attachment – A".

Scope of Services

SAM will provide the following services on a one-time basis:

1. Project Control

a. SAM will set a minimum number of control points to complete proposed scope of work.
b. Control will be established by survey grade GPS methods of static or VRS collection, at a higher level accuracy that the one intended for mapping. Vertical accuracy of surveyed points is expected to be ½ of estimated final mapping accuracy.
c. Primary control will be one-half inch iron rods set with cap stamped "SAM".
d. SAM will reasonably attempt to set control sufficiently away from possible construction areas so as not to be disturbed for future use.
e. Control will be based on the North Carolina State Plane Coordinate System, NAD83 (2011), US Survey Feet. Vertical Datum will be based on NAVD88 derived using Geoid 18.
f. Established control will be provided to serve as project benchmarks.

2. Topographic Survey

a. SAM will include all management and field personnel, equipment, and supplies necessary to perform a one-time topographic survey of an area outlined in Attachment – A.
b. Topographic survey will be executed by GPS Survey and Conventional methods.
c. This survey will collect terrain features inside the proposed survey extents including: lines of substantial vegetation, extents of active agriculture efforts, grade breaks, edges of water, centerline of water, ditches, top and toe of grade, stream banks, stream channels, and other relevant features.
d. Survey will collect visible existing improvements, including buildings, tanks, bridges, retaining walls, pavement edges, pavement centerlines, (including material of pavement), trails, slabs, gravel areas, fences, guardrails, and signage.
e. Survey will collect available visible utility evidence, including manholes, vaults, pull boxes, hand holds, pedestals, utility poles, overhead wires, guy wires, and hydrants.
f. Surface indicators of subsurface utilities will be collected.

g. When Surveying Gravity Sanitary/Storm Sewer, SAM will

i. Record the material type, diameter (I.D.) and flow direction of each pipe, if accessible.
ii. Provide elevations for sewer manhole rims and flow lines, if accessible.
iii. Drainage and outfall lines existing within survey extents shall be traced to next reasonably accessible junction point outside survey extents.

3. SUE QL-B Subsurface Utilities Investigation

a. Subsurface utility locations will be performed at SUE level QL-B, designating up to 2,600 feet of identifiable utility mains in areas indicated in the Topographic survey area.
b. SAM will conduct appropriate records research, investigate site conditions and identify applicable project limits.
c. SAM will attempt to locate identifiable buried utilities to their last point of distribution.
d. SAM will designate existing utilities and their major laterals within project limits utilizing appropriate radio frequency, electromagnetic, magnetic, ground-penetrating radar (GPR), and acoustic emission techniques.
e. SAM will prepare appropriate field sketches of marked utilities and follow up with GPS survey of designating marks.
f. SAM will plot survey information into an Autcad basemap. Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
g. Should SAM be unable to detect apparent or known underground utilities within the project limits using surface geophysical techniques, said utilities will be depicted at SUE QL-C or QL-D based on available above ground evidence or utility record data.

Project Deliverables

1. Certified PDF of completed survey
2. .DWG Autocad Survey Basemap and Exhibit
3. Complete point file in .CSV format
    a. Will indicate all and observed points and established or recovered project control points
    b. Includes northings, eastings, elevation, and point description
4. All on-the-ground photographs taken as part of field survey
5. Any additional record research not already provided by client
6. A copy of the SAM point descriptor list (if used)

Survey Assumptions

The following assumptions were made for the preparation of this Scope of Services. If these assumptions do not prove correct, a modification to the scope and budget resulting in negotiation of a supplemental agreement could be required. For the basis of this scope and fee, SAM assumes the following:

- Desired project extents are confined to the indicated area on Attachment – A.
- All efforts will comply with accepted national mapping standards and all applicable state rules and regulations for land survey.
- A site coordination or teleconference project kickoff meeting between SAM and Client shall occur before any survey operations or mobilization proceeds.
- Where required, ownership, information, deed research, and right of entry sufficient to begin uninterrupted contiguous survey operations shall be provided by Client prior to commencement of field effort.
- Client will secure all required survey permissions and access to all areas within survey extents. There shall be no restricted access within the survey extents. Survey field staff will be able to perform weekend work if necessary.
- Client will be the liaison for SAM field crews to access to the project work area.
- Client will obtain any required permits and assume any costs of required support to enter any restricted areas, including railroad and restricted Rights-Of-Way.
- Client shall provide or approve a project extents polygon .shp or .kmz file, showing the desired survey extents prior to SAM commencing field effort.
- All survey data will be collected and delivered according to SAM's survey standards and feature code library unless a Client specific feature code library is furnished prior to field operations.
- SAM Autocad layer schema will be followed unless client provides own data conventions prior to field effort.
- Proposal and fee estimate is based on evident project site conditions shown on Google Earth aerial imagery as obtained as on date of this proposal. No preliminary site visit has been performed. No significant material differences affecting the ability to perform in-scope services will be present.
- All health, safety, and environmental (HSE) guidelines, rules, and regulations shall clearly be defined prior to commencement of any field survey operations. If special or site-specific safety training will be required to enter the site or perform this work, the training time will be nominal.

SAM COMPANIES
2641 Sumner Boulevard / Suite 116 / Raleigh, NC 27616
919-878-7466 Office
NCBELS License No. F-1442

- This pricing is to provide all services on a one-time basis. SAM makes no guarantee of changes to site conditions post field investigation.
- When working near or within a traveled right-of-way, SAM assumes standard safety cones and signage will be sufficient to complete all fieldwork. No traffic control or additional safety precautions will be required.
- There will be no unforeseeable schedule and production impacts, including, but not limited to: a lack of survey permission, inclement weather affecting more than 10% of project schedule, land use activities preventing access or survey activities, excessive vegetation, or extreme topographic relief.
- The horizontal datum for all data will be referenced to NC State Plane NAD 83/2011 in US Survey Feet, vertical datum will be referenced to NAVD88. All data will be presented as "grid" values.
- SAM will not begin work until written Notice-To-Proceed is received.
- SAM shall not be restricted in its use of subcontractors and suppliers (including, but not limited to any of SAM's qualified acquisition partners or subcontractors). SAM in its sole discretion will determine subcontractors as necessary to meet its obligations under this agreement or any purchase order issued hereunder.

SUE Assumptions and Clarifications

- SAM SUE Services can be summarized as follows:
    - DESIGNATING: two-dimensional mapping of underground facilities using geophysical prospecting and related technologies.
    - LOCATING: Three-dimensional mapping of underground systems and components– both horizontally and vertically, using vacuum excavation, computer, survey, and related technologies.
    - DATA MANAGEMENT: CADD and database management technologies and comprehensive quality control programs that are applied under direct supervision of registered professionals to help assure the quality, value, and usefulness of the data collected.
    - RESEARCH: SAM will contact all known Utility owners within the project limits to request available record information. Utility records received will be used to support SAM's SUE QL-A, QL-B and QL-C services.

- SAM assumes SUE QL-B services have been requested. common quality levels as defined by C/I ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Date) are defined as follows:

    - QUALITY LEVEL "D"- EXISTING RECORDS: Conducting utility records research to assist in identifying utility owners that may have facilities on or be affected by the project. Applicable utility owner records will be collected. Designating staff will review records for indications of additional available records, duplicate information, and a need for clarifications by utility owners.

    - QUALITY LEVEL "C"- SURFACE VISIBLE FEATURE SURVEY: Identifying surface features on the topographic plan and ground surface that are surface appurtenances of existing subsurface utilities. If records and features do not agree, further record review and field reconnaissance will be undertaken to resolve discrepancies. Work will incorporate Quality Level D findings.

    - QUALITY LEVEL "B"- DESIGNATING: Two-dimensional horizontal mapping. This information is obtained through the use of geophysical prospecting technologies. It is highly useful for design basis information for conceptual design, and for proceeding prudently to QL "A". It should not be used for design basis vertical information, or where exacting horizontal tolerances are expected.

    - QUALITY LEVEL "A"- LOCATING: Three-dimensional horizontal and vertical mapping. This information is obtained through vacuum excavation of test holes at points of conflict. This is the highest level of accuracy of subsurface engineering data. It provides horizontal and vertical design basis information for engineering, construction, maintenance, remediation, and related efforts.

- Paint markings placed on the ground by SAM are to be used for design purposes only and not for construction purposes. The use of any information provided does not relieve any contractor or the Client from the duty to comply with applicable utility damage prevention laws and regulations, including, but not limited to, giving notification to utility owners or One-Call centers before excavation. SAM will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.

- Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. SAM does not warrant and/or guarantee that all existing utilities will be found.

- Utility surface features may exist in areas where no utility line work exists. This may be due to records not found or provided. The client shall proceed with caution if no further utility investigation is requested.

- Utilities investigated, as part of QL-B will not include the following. Surface indications of these subsurface utilities will be collected as part of a topographic survey.

    a) non-accessible empty conduits or empty utilities
    b) vault or manhole limits/dimensions
    c) irrigation, fountain or sprinkler systems,
    d) underground storage tanks and associated piping/wiring
    e) traffic loop detectors
    f) utility tunnels
    g) traffic control/signalization related power and communications
    h) illumination wiring
    i) railroad signalization
    j) grounding grids
    k) grease traps and associated piping
    l) septic tanks and distribution boxes, drain fields or abandoned wells
    m) utility services.

- Utility depths are not obtained as part of Quality Level B reporting.

- If the size and/or material type of the investigated utilities are indicated on available record information we will include this information in our utility file.

- Known utilities within the SUE QL-B project limits that are unable to be detected using surface geophysical techniques will be depicted at lower Quality Levels ("C" or "D").

- Limits of Technology:

    - The scope of services is limited to the extent of the technology utilized. Non-metallic piping, inactive electric and/or communication lines may or may not be found. SAM will not be responsible for omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services.

    - The accuracy of subsurface data can be influenced by factors beyond our control such as conductivity of materials and their surroundings, soil moisture content, proximity of other underground utilities or structures, depth of utility, etc. Therefore, physical verification (through vacuum excavation or otherwise) is the only subsurface utility data that is collected to applicable engineering and/or surveying standards.

SAM

Fees

SAM will provide the described scope of services under said assumptions at a Lump Sum Fee of **$8,400.**

Project Schedule

Based on a written agreement and notice to proceed, SAM will begin work within **4 weeks**.

Weather conditions that are conducive to conducting the fieldwork will be paramount to the successful completion of any field services and changing weather conditions may lengthen the schedule. SAM's Project Manager will keep the client apprised of the progress and any delays that occur.

Terms and Conditions

1. Access To Site - Unless otherwise stated, SAM, LLC will have access to the project site for activities necessary for the performance of the services. SAM, LLC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM, LLC pursuant to this Agreement shall remain the property of SAM, LLC, except documents which are to be filed with public agencies. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

3. Copyright - The parties hereto agree that all protections of the United States and Texas state copyright laws shall be applicable to the work product to the benefit of SAM, LLC, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.

4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM, LLC's office in Austin, Travis County, Texas.

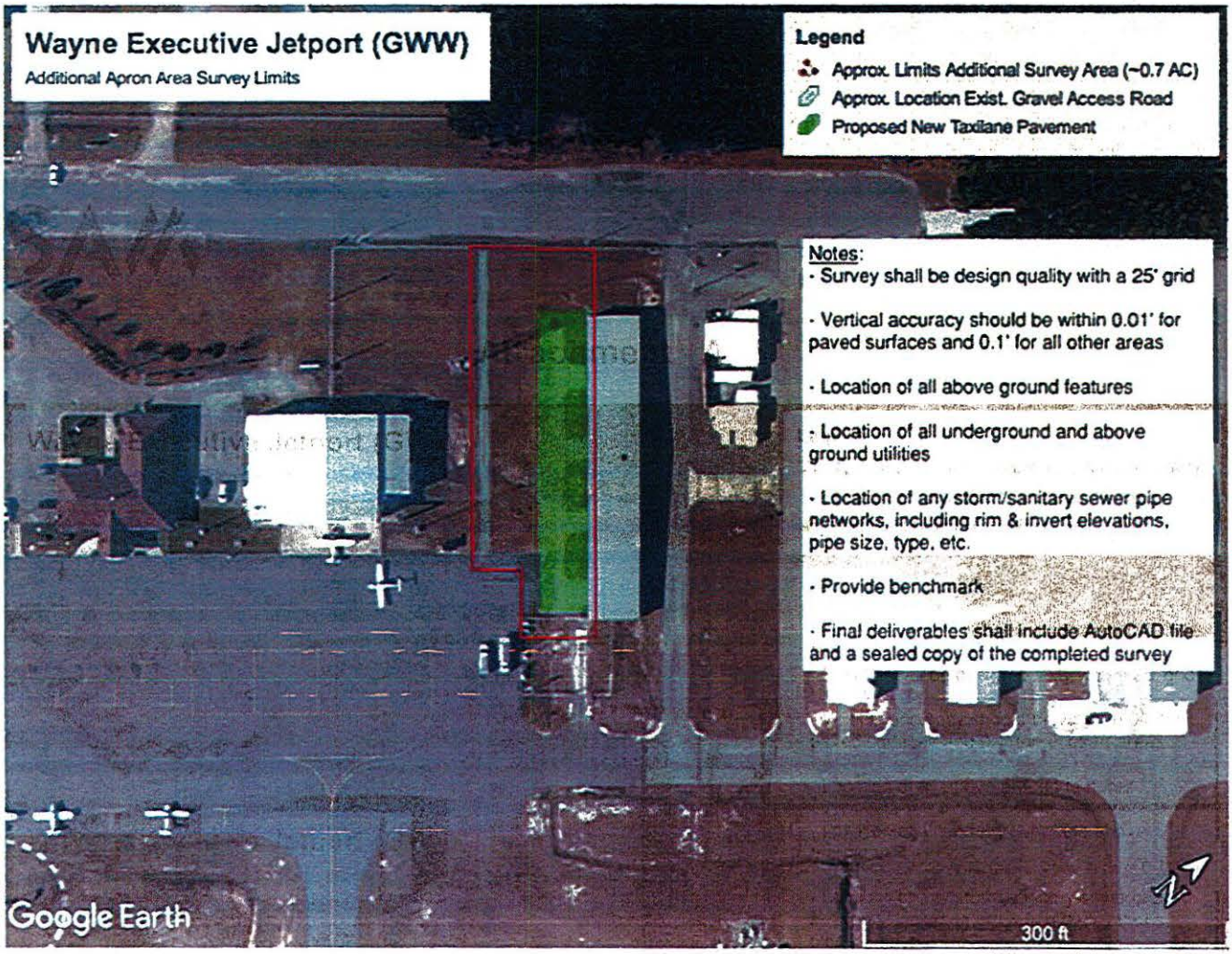
5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney's fees or court costs incurred by SAM, LLC in collecting any past-due amounts. In the event that Client fails to pay SAM, LLC within thirty (30) days after invoices are rendered, then Client agrees that SAM, LLC shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.

6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days' written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM, LLC shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.

7. Dispute Resolution – If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM, LLC shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the

SAM

Attachment - A



Red: Topographic Survey and SUE Limits

ATTACHMENT 'C'

FULL-TIME CONSTRUCTION OBSERVATION FOR SUNSHADE TAXILANE

August 5, 2022

Task		PROJECT MGR		CONSTRUCTION OBSERVER (REGULAR RATE)		CONSTRUCTION OBSERVER (OT RATE)		TECHNICIAN		ADMIN.		TOTAL	
			$168.32		$81.59		$96.59						
		MH	$	MH	$	MH	$	MH	$	MH	$	MH	$
Full-Time Construction Observation													
							$0.00						
1	Project Management	2	$336.64		$0.00		$0.00		$0.00		$0.00	2.0	$336.64
2	Pre-Construction Conference		$0.00	0	$0.00		$0.00		$0.00		$0.00	0.0	$0.00
3	RPR (Assume 2 weeks @ 50 hr / week)		$0.00	80	$6,527.20	0.0	$0.00		$0.00		$0.00	80.0	$6,527.20
4	Preparation of Field Documentation		$0.00	0	$0.00		$0.00		$0.00		$0.00	0.0	$0.00
		0	$0.00		$0.00		$0.00		$0.00		$0.00	0.0	$0.00
		0	$0.00					$0.00	$0.00		$0.00		
	Subtotals	2	$ 336.64	80	$ 6,527.20	0	$ -		$ -		$ -	82.0	$6,863.84

DIRECT EXPENSES:

REPRODUCTION			@		=	$0.00
MILEAGE	0	Miles	@	$0.625	=	$0.00
4-WD Truck Rental	0.5	Months	@	$948.000	=	$474.00
4-WD Truck Mileage	700	Miles	@	$0.280	=	$196.00
PER DIEM - BREAKFAST	10	Days	@	$9.00	=	$90.00
PER DIEM - LUNCH	10	Days	@	$11.80	=	$118.00
PER DIEM - DINNER	10	Days	@	$20.50	=	$205.00
LODGING	10	Nights	@	$85.00	=	$850.00

(Reimbursement shall be up to $78.90 + tax)

TOTAL DIRECT EXPENSES	$1,933.00

SUMMARY FOR FULL-TIME CONSTRUCTION OBSERVATION SERVICES

TOTAL DIRECT LABOR	$6,863.84		
TOTAL DIRECT EXPENSES	$1,933.00	$0.00	$0.00
TOTAL NTE AMOUNT	**$8,796.84**	$0.00	$0.00

ATTACHMENT 'D'

FEE ESTIMATE - SUNSHADE TAXILANE
CONSTRUCTION MATERIALS TESTING SERVICES
Wayne Executive Jetport - Apron Pavement Rehab - QA Testing Services
ECS Proposal No. 22.25007 / Project No. 22:31564

Field Services:				Quantity		Unit Rate	Cost
Field Technician							
Earthwork (Grading)	2 visits	@	8 hours/visit	16 hours	@	$50.00 / hour	$800.00
ABC Stone/Pavement Subgrades	1 visits	@	8 hours/visit	8 hours	@	$50.00 / hour	$400.00
Pavement Observations	1 visits	@	10 hours/visit	10 hours	@	$50.00 / hour	$500.00
QA-Lab Observations	1 visits	@	10 hours/visit	10 hours	@	$75.00 / hour	$750.00
Sample Pickups	0 visits	@	2 hours/visit	0 hours	@	$50.00 / hour	$0.00
Project Manager:							
Proofrolls	1 visits	@	5 hours/visit	5 hours	@	$105.00 / hour	$525.00
Mileage (round trip):	6 visits	@	80 miles/visit	480 miles	@	$0.56 / mile	$268.80
Field Services Subtotal:							**$3,243.80**

Laboratory Testing:	Quantity		Unit Rate	Cost
Modified Proctor:	0 samples	@	$140.00 / sample	$0.00
Laboratory Testing Subtotal:				**$0.00**

Equipment Expenses:	Quantity		Unit Rate	Cost
Nuclear Density Gauge:	5 day(s)	@	$60.00 / day	$300.00
Equipment Expenses Subtotal:				**$300.00**

Project Management/Report Review:		Quantity		Unit Rate	Cost
Principal Engineer:	6 reports	2 hours	@	$150.00 / hour	$300.00
Project Manager:	6 reports	8 hours	@	$105.00 / hour	$840.00
Secretary:	6 reports	4 hours	@	$50.00 / hour	$200.00
Project Management Subtotal:					**$1,340.00**

ESTIMATED TOTAL COST: $4,883.80

ATTACHMENT 'E'

FEE ESTIMATE - ADDITIONAL APRON UNDERCUT
CONSTRUCTION MATERIALS TESTING SERVICES
Wayne Executive Jetport - Apron Pavement Rehab - QA Testing Services
ECS Proposal No. 22.25007 / Project No. 22:31564

Field Services:				Quantity		Unit Rate	Cost
Field Technician							
Earthwork (Grading)	8 visits	@	8 hours/visit	64 hours	@	$50.00 / hour	$3,200.00
ABC Stone/Pavement Subgrades	0 visits	@	8 hours/visit	0 hours	@	$50.00 / hour	$0.00
Pavement Observations	0 visits	@	10 hours/visit	0 hours	@	$50.00 / hour	$0.00
QA-Lab Observations	0 visits	@	10 hours/visit	0 hours	@	$75.00 / hour	$0.00
Sample Pickups	0 visits	@	2 hours/visit	0 hours	@	$50.00 / hour	$0.00
Project Manager:							
Proofrolls	2 visits	@	5 hours/visit	10 hours	@	$105.00 / hour	$1,050.00
Mileage (round trip):	10 visits	@	80 miles/visit	800 miles	@	$0.56 / mile	$448.00
Field Services Subtotal:							**$4,698.00**
Laboratory Testing:				**Quantity**		**Unit Rate**	**Cost**
Modified Proctor:				0 samples	@	$140.00 / sample	$0.00
Laboratory Testing Subtotal:							**$0.00**
Equipment Expenses:				**Quantity**		**Unit Rate**	**Cost**
Nuclear Density Gauge:				8 day(s)	@	$60.00 / day	$480.00
Equipment Expenses Subtotal:							**$480.00**
Project Management/Report Review:				**Quantity**		**Unit Rate**	**Cost**
Principal Engineer:	10 reports			4 hours	@	$150.00 / hour	$600.00
Project Manager:	10 reports			8 hours	@	$105.00 / hour	$840.00
Secretary:	10 reports			2 hours	@	$50.00 / hour	$100.00
Project Management Subtotal:							**$1,540.00**
ESTIMATED TOTAL COST:							**$6,718.00**

Work Authorization #4
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
Funding Applications Preparation
(Pump Station / Parking Lot Drainage Improvements)
August 4, 2022

CONTRACT FOR PROFESSIONAL SERVICES
Dated April 21, 2021

SCOPE OF SERVICES

PROJECT PURPOSE AND PRESENT CONDITIONS

2021 brought significant legislation that will impact infrastructure spending over the next several years, including funding for water utilities across the country.

The American Rescue Plan Act (ARPA) is providing unprecedented non-competitive grants to all states, counties, and municipalities to be used for a wide range of eligible purposes through the Coronavirus Local Fiscal Recovery Fund. Water, wastewater, stormwater, and broadband were infrastructure groups specifically deemed as eligible for use under ARPA. When the US Treasury released its final ARPA guidance in December 2021, it expanded eligible water, wastewater, and stormwater infrastructure beyond the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) eligible uses. These expanded uses are particularly relevant to stormwater in that general stormwater infrastructure projects with or without a water quality component are now eligible - culvert repair, resizing, removal, replacement of storm sewers, and additional stormwater infrastructure. The state of North Carolina also received ARPA funding and has finalized its plan for water infrastructure funding that will be managed by the NC Department of Environmental Quality – Division of Water Infrastructure (DWI). This plan has allocated approximately $100M in stormwater investments, with $82M eligible for competitive application in the Fall 2022 funding round.

The Division of Water Infrastructure (DWI) evaluated 707 applications for over $3.15B of funding in the Spring 2022 round. Those requests included construction and planning projects for water and wastewater infrastructure. On July 14, 2022, the State Water Infrastructure Authority (SWIA) awarded over $780M in funding, which included $178M in additional funds from the 2022-2023 state budget to 411 applications from the Spring 2022 round. With the unprecedented number of applications, this funding round was extremely competitive, particularly for entities, like the OWNER, that are not distressed. While the OWNER's application for the Wayne Executive Jetport Pump Station Improvements is a sound, eligible capital improvement, it was not awarded funding in this round.

PROJECT DESCRIPTION

The OWNER is eligible to apply for funding again in the Fall 2022 DWI application round. The OWNER intends to apply for pre-project planning funding for the Wayne Executive Jetport Pump Station Improvements project based on discussions with the ENGINEER. This funding will be used for the majority of the engineering design services needed for the project. The previous application will be automatically reconsidered by DWI for the remaining engineering services and construction.

The OWNER is also eligible to apply for the new stormwater ARPA funding through the new DWI stormwater funding program being made available this fall. SWIA approved the priority rating system for this program at the July 14th meeting and DWI published the guidance for this rating system on August 2, 2022. The OWNER has identified the Wayne Executive Jetport Parking Lot Drainage project for application. The OWNER intends to apply for both pre-project planning and construction funding for this project.

This amendment includes preparing two new stormwater applications for the Wayne Executive Jetport Parking Lot Drainage project as well as the pre-project planning application for the Wayne Executive Jetport Pump Station project. If additional applications are identified for the OWNER based on other needs or funding availability, these will be undertaken through another amendment.

SCOPE OF WORK

1. APPLICATION PREPARATION

Task 1 – Wastewater Application Preparation

The ENGINEER will prepare one (1) pre-project planning application for the Wayne Executive Jetport Pump Station Improvements project. The ENGINEER will use information from the previous application submitted in Spring 2022 to prepare the application. The OWNER will need provide any additional information or forms quickly to facilitate meeting the DWI deadline of September 30, 2022.

Task 2 – Stormwater Applications Preparation

The ENGINEER will prepare one (1) pre-project planning application and one (1) construction application for the Wayne Executive Jetport Parking Lot Drainage project. Specific application forms and additional information will need the OWNER's input and review as the application is prepared. The OWNER will provide this information quickly to facilitate meeting the DWI deadline of September 30, 2022.

SCHEDULE OF DELIVERABLES

The following deliverables shall be prepared:

1. One (1) digital copy of each funding application to the County.
2. One (1) digital copy of each funding application to DWI.

TIME OF PERFORMANCE

The applications will be prepared and submitted to DWI by September 30, 2022, at the 5 pm due date.

BASIS OF COMPENSATION

1. Basic Services. The OWNER shall pay the ENGINEER for services set forth in the Scope of Services on an hourly plus expenses basis as detailed in the attached rate schedule.

   The total fees for Basic Services shall not exceed the sum of twenty thousand dollars ($20,000).

Task	Fee
Task 1: Pre-Project Planning Application	$5,000.00
Task 2: Stormwater Applications Preparation	$15,000.00

   The ENGINEER will bill the OWNER on the last day of each month for the fees and expenses incurred during that month.

2. Additional Services. The OWNER shall pay the ENGINEER for additional services which are not specifically called for in the Scope of Services in accordance with the ENGINEER's standard rates.

3. Reimbursable Expenses. The OWNER shall compensate the ENGINEER for incidental expenses incurred in connection with this Contract, including travel expense, lodging and subsistence expense, printing and duplication expense, and other incidental out of pocket expenses at cost. For the purposes of reimbursement, travel expense shall be at the rate contained in the attached rate schedule.

4. Premium Rate Adjustment. Should OWNER request an accelerated schedule requiring ENGINEER to work overtime hours, then a 1.25 premium rate adjustment shall be applied to current hourly rates or lump sum fees, as applicable. Accelerated schedule and premium rate adjustment shall be approved as part of compensation at time of contract execution or by written amendment.

E-VERIFY

The Contractor 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.

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

Requested By:		**Accepted By:**	
WAYNE COUNTY		**W.K. DICKSON & CO., INC.**	
By:		By:	
Typed Name:	Chip Crumpler	Typed Name:	Scott Sigmon
Title:	County Manager	Title:	Vice President
Date:	8/16/22	Date:	

EXHIBIT A
W.K. DICKSON & CO., INC.

2022 RATE SCHEDULE

LABOR	2022
Principal	$250.00/hr.
Senior Consultant	$230.00/hr.
Senior Project Manager	$220.00/hr.
Senior Technical Manager	$220.00/hr.
Project Manager	$192.00/hr.
Technical Manager	$192.00/hr.
Senior Project Engineer	$170.00/hr.
Project Engineer	$160.00/hr.
Senior Scientist	$150.00/hr.
Scientist	$137.00/hr.
Landscape Architect	$185.00/hr.
Staff Landscape Architect	$150.00/hr.
Senior Planner	$182.00/hr.
Planner	$139.00/hr.
Senior Civil Designer	$145.00/hr.
Civil Designer	$132.00/hr.
Senior GIS Analyst	$155.00/hr.
GIS Analyst	$118.00/hr.
GIS Technician	$112.00/hr.
Senior Construction Observer	$133.00/hr.
Construction Observer	$112.00/hr.
Project Administrator	$82.00/hr.

EXPENSES	
Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2022. WK Dickson reserves the right to revise to reflect inflationary increases.

Attachment E

WAYNECOUNTY
NORTH CAROLINA

NORTH CAROLINA

WAYNE COUNTY

Notice is hereby given the Wayne County Board of Commissioners have canceled their September 6, 2022 regular meeting.

This the 16th day of August, 2022

Carol Bowden
Clerk to the Board
Wayne County Board of Commissioners



THE GOOD LIFE. GROWN HERE.

WAYNECOUNTY

THE GOOD LIFE. GROWN HERE.

Tax Collector's Settlement 2021-2022

Alan Lumpkin

Tax Administrator

Shanika Hall

Collection Division Manager

- As required by North Carolina General Statute 105-373, the Tax Collector must make a report of settlement for the fiscal year 2021-2022 and prior years.
- The settlement must be accepted before the Tax Collector may be charged with the next tax levy.
- The settlement must provide a report of diligent efforts to collect unpaid taxes.

Wayne County Current Year - 2021

Current Year 2021	Real Estate	Motor Vehicles	Combined
New Levy Billed	$ 57,808,745.35	$ 0	$ 57,808,745.35
Rebates	$ (203,635.65)	$ (0)	$ (203,635.65)
Releases	$ (71,710.57)	$ (0)	$ (71,710.57)
Total Levy	$ 57,533,399.13	$ 0	$ 57,533,399.13
Collections to Date	$ 56,643,473.79	$ 0	$ 56,643,473.79
Outstanding Balance	$ 889,925.34	$ 0	$ 889,925.34
Collection Percentage	98.45%	98.45% 0	**98.45%**

YTD Interest Collected	$ 125,388.15	$ 0	$ 125,388.15

Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2021-2022.

Wayne County Prior Years – 2006-2020

Prior years 2006-2020	Real Estate	Motor Vehicles	Combined
Beginning Levy	$ 2,382,957.65	$ 218,992.12	$ 2,601,949.77
New Levy Billed	$ 5,346.02	----	$ 5,346.02
Rebates	$ (31,654.07)	$ (271.48)	$ (31,925.55)
Releases	$ (21,868.64)	$ (369.96)	$ (22,238.60)
Total Levy	$ 2,334,780.96	$ 218,350.68	$ 2,553,131.64
Collections to Date	$ 857,898.04	$ 768.01	$ 858,666.05
Outstanding Balance	$ 1,476,882.92	$ 217,582.67	$ 1,694,465.59

YTD Interest Collected	$ 168,176.75	$ 471.26	$ 168,648.01

Data Source: Unaudited data compiled from NCPTS Version 4 Tax Billing & Collection software. A final collections audit will be conducted by an outside auditing firm and included in the county-wide audit for 2021-2022.

North Carolina Vehicle Tax System

Wayne County Registered Motor Vehicles
NCVTS Levy and Collections
For Fiscal Year 2021-2022

Gross Levy:	$8,387,491.07
Net Levy Collected:	$8,154,256.92
Percentage Collected:	97.21%
Interest Collected:	$ 65,059.19
Total Net Levy & Interest Collected:	$8,219,316.11
Total Number Vehicles Registered	113,062

Enforcement Measures

The following collection actions were initiated in pursuit of delinquent taxes:

	2021-2022	2020-2021
• Wage Garnishments	1,848	1,513
• Bank Account Levies	384	303
• Rent Attachments	0	5
• Foreclosures to Attorney	334	263

RESOLUTION #2022-28: A RESOLUTION ACCEPTING THE TAX SETTLEMENT WITH THE WAYNE COUNTY TAX ADMINISTRATOR FROM JULY 1, 2021 – JUNE 30, 2022

WHEREAS, the Wayne County Tax Administrator is charged with the collection of all real and personal property taxes for Wayne County, the Fire Districts, Town of Eureka, Town of Fremont, City of Goldsboro, Town of Mount Olive, Town of Pikeville, Town of Seven Springs and Village of Walnut Creek; and

WHEREAS, North Carolina General Statute l05-373 sets out a process whereby the Tax Administrator is to settle with the Board of Commissioners on an annual basis for all taxes charged for collection and those collected and remaining uncollected at year-end; and

WHEREAS, such settlement is to take place before the Tax Administrator can be charged with the collection of the remainder of this year's tax collections; and

WHEREAS, the Tax Administrator has prepared the required Settlement and submitted it to the Finance Office for Review; and

WHEREAS, the Tax Administrator has forwarded the required Settlement for approval by the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners hereby accepts and approves the Settlement of Taxes prepared by the Tax Administrator's Office for July 1, 2021 – June 30, 2022, which is attached hereto and incorporated by reference into this Resolution.

Adopted this 16th day of August, 2022.

Joe C. Daughtery, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden
Clerk to the Board

THE GOOD LIFE. GROWN HERE.

Attachment G

WAYNECOUNTY
NORTH CAROLINA

ORDER DIRECTING THE TAX COLLECTOR TO COLLECT THE TAXES CHARGED IN THE TAX RECORDS AND RECEIPTS

State of North Carolina
County of Wayne

To: The Tax Collector of the County of Wayne:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Office of the Tax Administrator and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Wayne, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 16th day of August, 2022.

Joe C. Daughtery, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden
Clerk to the Board

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

THE GOOD LIFE. GROWN HERE.

Attachment H

WAYNECOUNTY
NORTH CAROLINA

OATH

I, Alan Lumpkin, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Wayne County tax assessor, so help me God. I, Alan Lumpkin, do solemnly swear (or affirm) that I will not allow my actions as Wayne County tax assessor to be influenced by personal or political friendships or obligations.

I, Alan Lumpkin, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Wayne County tax collector, so help me God. I, Alan Lumpkin, do solemnly swear (or affirm) that I will not allow my actions as Wayne County tax collector to be influenced by personal or political friendships or obligations.

I, Alan Lumpkin, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Wayne County tax administrator, so help me God. I, Alan Lumpkin, do solemnly swear (or affirm) that I will not allow my actions as Wayne County tax administrator to be influenced by personal or political friendships or obligations.

Alan Lumpkin

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

This is to certify that Alan Lumpkin personally appeared before me on this 16th day of August, 2022 and acknowledged the due execution of the foregoing Oath and that I administered the Oath to him.

Carol Bowden
Clerk to the Board



THE GOOD LIFE. GROWN HERE.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-402233-44767.845LG

Issued: 07/25/2022

Quote Expiration: 08/31/2022

Estimated Contract Start Date: 10/01/2022

Account Number: 169529

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
207 E Chestnut St 207 E Chestnut St Goldsboro, NC 27530-4812 USA	Wayne County Sheriff's Office - NC PO Box 227 Goldsboro, NC 27533-0227 USA Email:	Daniel Blair Phone: Email: dblair@axon.com Fax:	Chris Worth Phone: (919) 731-1481 Email: chris.worth@waynegov.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,609,507.03
ESTIMATED TOTAL W/ TAX	$1,667,564.53

Discount Summary

Average Savings Per Year	$139,152.46
TOTAL SAVINGS	$695,762.29

Payment Summary

Date	Subtotal	Tax	Total
Sep 2022	$321,901.07	$11,611.50	$333,512.57
Sep 2023	$321,901.49	$11,611.50	$333,512.99
Sep 2024	$321,901.49	$11,611.50	$333,512.99
Sep 2025	$321,901.49	$11,611.50	$333,512.99
Sep 2026	$321,901.49	$11,611.50	$333,512.99
Total	**$1,609,507.03**	**$58,057.50**	**$1,667,564.53**

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the date specified on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement, together with the Sourcewell Contract #010720-AXN,, govern the purchase of Axon Devices and Services specified on the Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 45 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the e/vent Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed $1,000,000.00. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making

the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

    18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

    18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

    18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race;

religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The parties agree that exclusive venue for any dispute arising out of this Agreement shall be the General Court of Justice in Wayne County, North Carolina. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com	Agency: Wayne County Attn: Wayne County Sheriff's Office Street Address: PO Box 1877 City, State, Zip: Goldsboro, NC 27533 Email:

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), and Sourcewell Contract #010720-AXN, represent the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

18.13 Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Acknowledgement. The parties acknowledge that this Agreement is being funded with SLFRF funds provided to Agency as part of the American Rescue Plan Act. The parties acknowledge that revocation of this funding to agency, for any purpose, shall constitute grounds for termination by Agency for non-appropriation as defined by Section 16.2. Additionally, the attached Coronavirus State and Local Fiscal Recovery Fund Appendix is hereby incorporated into this Agreement.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Axon Enterprise, Inc.	**Wayne County**
Signature: _____	Signature: Walter B. Crumpler III
Name: _____	Name: Walter B. Crumpler III
Title: _____	Title: Co. Manager
Date: _____	Date: 8/16/22

Axon Cloud Services Terms of Use Appendix

1. Definitions.

   1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. Privacy. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency. Axon shall be responsible for compliance with the terms and conditions of this Agreement irrespective of any use of third party subcontractors.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

    12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14. **After Termination**. Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

Intentionally Omitted. Agency will not participate in Tier 1 or Tier 2 of the ACEIP program.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need

• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

11. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

12. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

13. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes **"Duty Cartridge Replenishment Plan"**, Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, **"Training Content"**), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.

4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount (**"Trade-In Units"**) to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.

6. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

7. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

8. **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   8.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

   8.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS APPENDIX

This CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM (this "*Addendum*") is entered into by and between Contractor Axon Enterprise, Inc. ("*Contractor*"), and the County of Wayne, ("*County*"), and forms an integral part of the Contract (as defined in Section I hereof).

RECITALS

WHEREAS, County has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund ("*State Fiscal Recovery Fund*") or Coronavirus Local Fiscal Recovery Fund ("*Local Fiscal Recovery Fund*" and, together with the State Fiscal Recovery Fund, the "*Fiscal Recovery Funds*") established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 ("*ARPA*"); and

WHEREAS, County intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

WHEREAS, in using such funds, County must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as the U.S. Department of the Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "*Regulatory Requirements*"); and

WHEREAS, pursuant to the Regulatory Requirements, County must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

WHEREAS, pursuant to 2 C.F.R. § 200.327, County must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

WHEREAS, County shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor's agreement and adherence to each term and condition contained herein.

NOW THEREFORE, Contractor and County do mutually agree as follows:

AGREEMENTS

I. *Definitions*. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.

a) "*ARPA*" shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

b) "*Administering Agency*" shall have the meaning specified in 41 C.F.R. § 60-1.3.

c) "*Applicant*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").

d) "*Construction Work*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.").

e) "*Contract*" shall mean the legal instrument by which County, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a Federal award, and of which this Addendum shall constitute an integral part.

f) "*Contractor*" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from County.

g) "*Federally Assisted Construction Contract*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work..").

h) "*Government*" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he government of the United States of America.").

i) "*Laborer*" or "*Mechanic*" shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference ("The term laborer or mechanic includes at least those workers duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term laborer or mechanic includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.").

j) "*Recipient*" shall mean an entity that receives a Federal award directly from a Federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

k) "*Subcontract*" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

l) "*Subcontractor*" shall mean an entity that receives a Subcontract.

m) "*Subrecipient*" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

n) "*Tier*" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.

II. *Equal Employment Opportunity*

a) If this Contract is a Federally Assisted Construction Contract exceeding $10,000, during the performance of this Contract, Contractor agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

iv. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. Contractor will include the portion of the sentence immediately preceding paragraph (a)(i) of this Section II and the provisions of paragraphs (a)(i) through (a)(viii) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

ix. County agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

x. The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b) If this Contract is not a Federally Assisted Construction Contract exceeding $10,000, the provisions of Section I(a) of this Contract shall not apply.

III. *Copeland "Anti-Kickback" Act*

a) Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. County shall report all suspected or reported violations to the U.S. Department of the Treasury.

IV. *Contract Work Hours and Safety Standards Act*

a) *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section [IV(a)] (*Overtime Requirements*) above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section [IV(a)] (*Overtime Requirements*) above, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section [IV(a)] (*Overtime Requirements*) above.

c) *Withholding for Unpaid Wages and Liquidated Damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section [IV(b)] (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.

d) *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV(a) through IV(d) and also a clause requiring the Subcontractors to include these clauses in any lower tier Subcontracts. Contractor shall be responsible for compliance by any first tier Subcontractor or lower tier Subcontractor with the clauses set forth in Sections IV(a) through IV(d).

e) *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the U.S. Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

f) *Exceptions.* None of the requirements of Section [IV] of this Addendum shall apply if this Contract is (1) a Contract for (i) transportation by land, air, or water; (ii) the transmission of intelligence, (iii) the purchase of supplies or materials or articles ordinarily available in the open market, or (iv) in an amount that is equal to or less than $100,000.

V. *Rights to Inventions Made Under a Contract or Agreement*

a) *If this Contract is for the assignment or performance of experimental, developmental, or research work under a funding agreement, the following terms shall apply.*

b) The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government Purposes", any subject data or copyright described below. "Government Purposes," means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its Federal license to any other party.

i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

ii. Any rights of copyright purchased by Contractor using Federal assistance funded in whole or in part by the Department of the Treasury.

c) Unless the Department of the Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit the Department of the Treasury to make available to the public, either the Department of the Treasury's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

d) Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Contractor.

e) Nothing contained in this clause shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

f) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work. The Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

g) For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contact." Examples of 'subject data' include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

VI. *Clean Air Act and Federal Water Pollution Control Act*

a) *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

b) *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of the Treasury.

VII. *Debarment and Suspension*

a) Due to its receipt of Fiscal Recovery Funds, County is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)), (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)), or (3) this Contract is for federally-required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

b) If this Contract is a covered transaction as set forth in Section [VII(a)] above, Contractor hereby certifies as of the date hereof that each of Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) County shall not make any payments of Federal financial assistance to Contractor, and (3) County shall have no obligations to Contractor under this Contract.

c) Contractor must comply with 2 C.F.R. Part 180, Subpart C, and 31 C.F.R. Part 19, and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into. This certification is a material representation of fact relied upon by County.

d) If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

VIII. *Byrd Anti-Lobbying Amendment*

a) Contractor certifies to County, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. Such disclosures (to be set forth on Standard Form-LLL contained in 31 C.F.R. Part 21, Appendix B), shall be forwarded from Tier to Tier up to the County who will in turn forward the certification(s) to the U.S. Department of the Treasury. Contractor shall cause the language of this Section [VII(a)] to be included in all Subcontracts. This certification is a material representation of fact upon which County has relied when entering into this Contract and all liability arising from an erroneous representation shall be borne solely by Contractor.

b) Contractors that bid or apply for a contract exceeding $100,000 (including this Contract, if applicable) also must file with County the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

c) Contractor also shall cause any Subcontractors with a Subcontract (at any Tier) exceeding $100,000 to file with their Tier above it the Certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

IX. *Procurement of Recovered Materials*

a) Section IX(b) shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000, or (2) the total value of such designated items acquired during the County's preceding fiscal year exceeded $10,000.

b) In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meeting Contract performance requirements; or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

X. *Prohibition on Contracting for Covered Telecommunications Equipment or Services*

a) *Definitions*. Unless otherwise defined in this Contract, capitalized terms used in this Section IX shall have the meanings ascribed thereto in this Section X(a):

i. "*Backhaul*" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones / towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

ii. "*Covered Foreign Country*" means the People's Republic of China.

iii. "*Covered Telecommunications Equipment or Services*" means: (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced

or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

iv. "*Critical Technology*" means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled (i) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or (ii) for reasons relating to regional stability or surreptitious listening; (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

v. "*Interconnection Arrangements*" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

vi. "*Roaming*" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

vii. "*Substantial or Essential Component*" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

viii. "*Telecommunications Equipment or Services*" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

b) *Prohibitions.*

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a Federal government to:

1. Procure or obtain any equipment, system, or services that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology of any system;

3. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system, or as Critical Technology as part of any system; or

4. Provide, as part of its performance of this Contract, any Subcontract, or any other contractual instrument, any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

c) *Exceptions.*

i. This clause does not prohibit Contractor or Subcontractors from providing—

1. A service that connects to the facilities of a third-party, such as Backhaul, Roaming or Interconnection Agreements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment that:

a. Are not used as a Substantial or Essential Component of any system; and

b. Are not used as Critical Technology of any system.

2. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

d) *Reporting Requirement*

i. In the event Contractor identifies covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system, or as Critical Technology as part of any system, during Contract performance, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in paragraph [(d)(2)] of this clause to County, unless elsewhere in this Contract are established procedures for reporting the information.

ii. Contractor shall report the following information to County pursuant to paragraph (d)(1) of this clause:

1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler

number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) *Subcontractor*. Contractor shall cause to be inserted the substance of this Section X, including this paragraph (e), in all Subcontracts and other contractual instruments relating to the performance of this Contract.

XI. *Domestic Preferences for Procurements*

a) As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

b) For purposes of this Section XI, the following terms shall mean:

i. "*Produced in the United States*" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.

ii. "*Manufactured Products*" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

XII. *Solicitation of Minority and Women-Owned Business Enterprises*

a) If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women's business enterprises on its solicitation lists; (2) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.

b) For the purposes of Section XII(a), an entity shall qualify (1) as a "minority business" or "women's business enterprise" if it is currently certified as a North Carolina "historically underutilized business" under N.C. Gen. Stat. §143-128.4(a), and (2) as a "small business" if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

XIII. *Access to Records*

a) Contractor agrees to provide County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any of their authorized representatives access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigation. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

b) Contractor agrees to retain all records covered by this Section XIII through December 31, 2031.

XIV. *Conflicts of Interest; Gifts & Favors*

a) Contractor understands that (1) County will use Fiscal Recovery Funds to pay for the cost of this Contract, and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the County, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C. Gen. Stat. § 14-234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

b) Contractor certifies to County that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of County involved in the selection, award, or administration of this Contract (each, a "*Covered Individual*"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization (including Contractor) which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

c) Contractor certifies to County that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of County. Should Contractor obtain knowledge of the provision, or offer of the provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to County in writing.

XV. *Assurances of Compliance with Title VI of the Civil Rights Act of 1964*

a) Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

XVI. *Other Non-Discrimination Statutes*. Contractor acknowledges that County is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below, and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:

a) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

c) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

d) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto

XVII. *Miscellaneous*

a) *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), County encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

b) *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), County encourages Contractor to adopt and enforce policies that ban text messaging while driving.

XVIII. *Conflicts and Interpretation*. To the extent that any portion of this Addendum conflicts with any term or condition of the Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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ATTACHMENT 1

TO

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING

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 an 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 Form to Report Lobbying," 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.

4. 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 by 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 each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

WAYNECOUNTY

LEGISLATIVE GOALS AND OBJECTIVES – WAYNE COUNTY:

APPROVED UNANIMOUSLY BY WAYNE COUNTY BOARD OF COMMISSIONERS – SEPTEMBER 1, 2020

1) Allow local County Board of Commissioners the authority, without a voter referendum, to levy a new additional ¼-cent sales tax specifically designated for school/community college capital projects.

2) Change the Phase 1 Lottery grant funding formula to reduce local match requirements and forfeiture of future lottery funds.

3) Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.

4) Seek additional revenue sources, including a statewide bond referendum or expanded lottery proceeds, to equitably address statewide public school and community college capital challenges.

5) Support state funding and staffing for agricultural research, Cooperative Extension services and other agriculture-related efforts to support the largest economic driver in North Carolina.
    a. Support legislation allowing counties to collaborate with neighboring counties to establish multijurisdictional regional Agricultural Business Districts that allow for favorable taxation and incentives to attract agricultural businesses to the region.
    b. Support legislation to protect farming operations from nuisance lawsuits including those as defined by the state and small farms in rural counties.

6) Expand state resources to ensure ability of counties to provide essential medical, mental health, and social services, to persons incarcerated in local detention facilities.

7) Support legislation to provide exceptions to the K-3 class size mandate including but not limited to lack of school facility space and availability of qualified teachers.

8) Seek legislation allowing counties to levy a local 911 usage fee to supplement existing state funds to ensure adequate funding for next-gen technology.

WAYNECOUNTY

CONTINUED SUPPORT FOR HURRICANE MATTHEW AND FLORENCE HURRICANE RECOVERY

SUPPORT GOALS OF THE NC MILITARY AFFAIRS COMMISSION:

- Protect North Carolina's existing military installations and missions
- Expand defense related economic development in North Carolina
- Improve quality of life for military members and families
- Provide legislative and state agency coordination for military related issues
- Lead the state's efforts to prepare for the next base realignment and closure (BRAC) process.
- Work with the state to enact professional licensure reciprocity to allow families of service members to immediately gain employment in communities where they are stationed.

Carol Bowden

From: Catherine Gwynn <CGwynn@goldsboronc.gov>
Sent: Thursday, July 28, 2022 8:11 AM
To: Andrew Neal; Carol Bowden
Cc: Octavius Murphy; Nona Robbins
Subject: [External] - FW: Agenda 7/11/22-Upset Bid 1005 Ivy Street (Janice Johnson)
Attachments: Agenda Memo 2022-07-11 Upset Bid Resolution 1005 Ivy (Johnson)_0.doc; Resolution Authorizing Upset Bid Process 07-11-22 1005 Ivy (Johnson)_0.docx; Agenda 2022-07-11 Upset Bid 1005 Ivy St (Johnson).pdf; 2022-63 2022-07-11 Upset Bid 1005 Ivy Street-.pdf

Carol and Andrew,
Good morning! The upset bid period for 1005 Ivy Street (jointly owned) ended Tuesday with no upset bids. If you could place this on the Commissioners agenda as your earliest convenience we would appreciate it.
Thank you!
Catherine

From: Catherine Gwynn
Sent: Tuesday, July 12, 2022 4:40 PM
To: Nona Robbins <NRobbins@goldsboronc.gov>
Cc: Timothy Wood <TWood@goldsboronc.gov>
Subject: FW: Agenda 7/11/22-Upset Bid 1005 Ivy Street (Janice Johnson)

Nona
Hi there. Council approved last night for upset bid so it's ready to advertise.
Thank you!
Catherine

From: Catherine Gwynn
Sent: Saturday, July 2, 2022 7:59 PM
To: Timothy Salmon <TSalmon@goldsboronc.gov>; Laura Getz <LGetz@goldsboronc.gov>; Holly Jones <HJones@goldsboronc.gov>; Matthew Livingston <MLivingston@goldsboronc.gov>
Cc: Octavius Murphy <OMurphy@goldsboronc.gov>; Andrea L. Lovelace <alovelace@goldsboronc.gov>; Chestine Faison <CFaison@goldsboronc.gov>; Nona Robbins <NRobbins@goldsboronc.gov>; Timothy Wood <TWood@goldsboronc.gov>
Subject: Agenda 7/11/22-Upset Bid 1005 Ivy Street (Janice Johnson)

Good evening. Please find attached Agenda 7/11/22-Upset Bid 1005 Ivy Street (Janice Johnson).

Catherine F. Gwynn, CPA
Finance Director
City of Goldsboro
Email cgwynn@goldsboronc.gov
Office 919.580.4356
Fax 919.580.4290
Website https://www.goldsboronc.gov/

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by anyone at any time.

Item_____

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JULY 11, 2022 COUNCIL MEETING

SUBJECT: Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 1005 Ivy Street to Janice Johnson

BACKGROUND: Staff has received an offer to purchase city/county owned property. Council must either accept or reject the offer, and if accepted authorize advertisement for upset bids (G.S. 160A-266 and 160A-269).

DISCUSSION: The following offer has been received for the sale of surplus real property under **Negotiated offer, advertisement, and upset bid process (G.S. §160A-266(a) (3))**

1005 Ivy Street
Offeror: Janice Johnson
Offer: $1,230.00
Bid Deposit: $61.25
Parcel #: 51766 Pin #: 3509310786
Tax Value: $2,450.00 Zoning: R-6

The offer is at least 50% of the tax value of the property. The bid deposit of 5% has been received in the form of a cashier's check.

RECOMMENDATION: It is recommended that the City Council, by motion:

1. Accept or reject offer on 1005 Ivy Street.
2. If accepted, adopt attached resolution authorizing Finance to advertise for upset bids.

Date:_____ _____
Catherine F. Gwynn, Finance Director

Date:_____ _____
Timothy M. Salmon, City Manager

RESOLUTION NO. 2022- _____

RESOLUTION AUTHORIZING UPSET BID PROCESS

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain real property at **1005 Ivy Street (Pin #3509310786)**; and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell real property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of **$1,230.00 (One Thousand Two Hundred Thirty Dollars and no/100)** submitted by **Janice Johnson (Offeror)**; and

WHEREAS, Offeror has paid the required five percent (5%) deposit on his/her offer in the amount of **$61.25 (Sixty One Dollars and 25/100)**;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Goldsboro, North Carolina, that:

1) The City council declares this property as surplus.
2) The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
3) The Finance Director shall cause a notice of the proposed sale to be published in a newspaper of general circulation within its jurisdiction. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
4) Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the office of the Finance Director at 200 N. Center Street, Goldsboro, NC 27530 during normal business hours within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Finance Director shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5) Upset offer and deposit shall be delivered in a sealed envelope. The written offer proposal must include the name of the person or business making the offer, address of said property, and Wayne County parcel identification number. The offer shall be signed by the individual or person with signature authority if a business entity. The outside of the sealed envelope should have the address of the property, the words "Upset Bid" and include the address of the Property.
6) The City of Goldsboro reserves the right to reject any or all offers at any time.
7) If a qualifying higher bid is received, the Finance Director shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
8) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that existing offer and five percent (5%) of the remainder of that existing offer.
9) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; provided that sufficient time has elapsed to allow for the payment draft, if by

check, to clear the City's central depository and be credited to such, the return of the deposit will then be issued within 10 days of confirmation of clearing. The city will refund the deposit of the final high bidder at closing or apply to the sales price, as determined at the time of closing by the Finance Director.

10) Any Offeror's bid deposit shall be refunded if it is not the final high bidder; or if mutually agreeable terms cannot be settled upon if no upset bids are received, provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such. Refund will be issued within 10 days of confirmation of clearing.
11) The terms of the final sale are:
    a) City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed.
    b) The Wayne County Board of Commissioners must approve the final sale by concurrence after final approval by City Council.
    c) Buyer must pay with cash at the time of closing.
    d) Buyer must pay closing costs.
12) The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
13) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. City staff is authorized to seek concurrence from the Wayne County Board of Commissioners and upon such approval, the appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this _____ day of _____, 2022.

_____
Mayor

Attest: _____
City Clerk

To: City of Goldsboro
c/o Mr. Octavius Murphy, Assistant to the City Manager
Re: Offer/Bid Deposit
Date: June 15, 2022

I, Janice Johnson would like to offer the City of Goldsboro the sum of $1,230.00 for the purchase of property at the following location:

Parcel No. 3509310786

1005 Ivy Street

Goldsboro, NC 27530

Signed Janice F. Johnson

Date June 15, 2022

RECEIVED
2022 JUN 16 AM 11:47
CITY OF GOLDSBORO
FINANCE DEPARTMENT

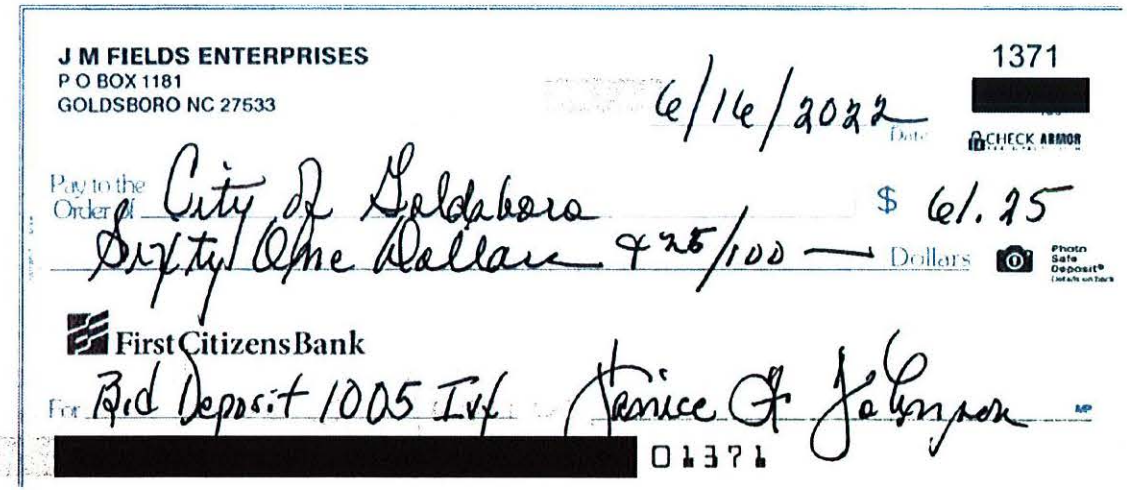
Name: Janice F. Johnson DBA JM Fields Enterprises

Address: 300 Tonya Drive, Goldsboro, NC 27534

Telephone: (919) 738-1716

E-Mail: jmfields921@yahoo.com

Amount of Bid Deposit: $ 61.25



J M FIELDS ENTERPRISES
P O BOX 1181
GOLDSBORO NC 27533

1371

[redacted]

6/14/2022
Date

CHECK ARMOR

Pay to the Order of City of Goldsboro $ 61.25

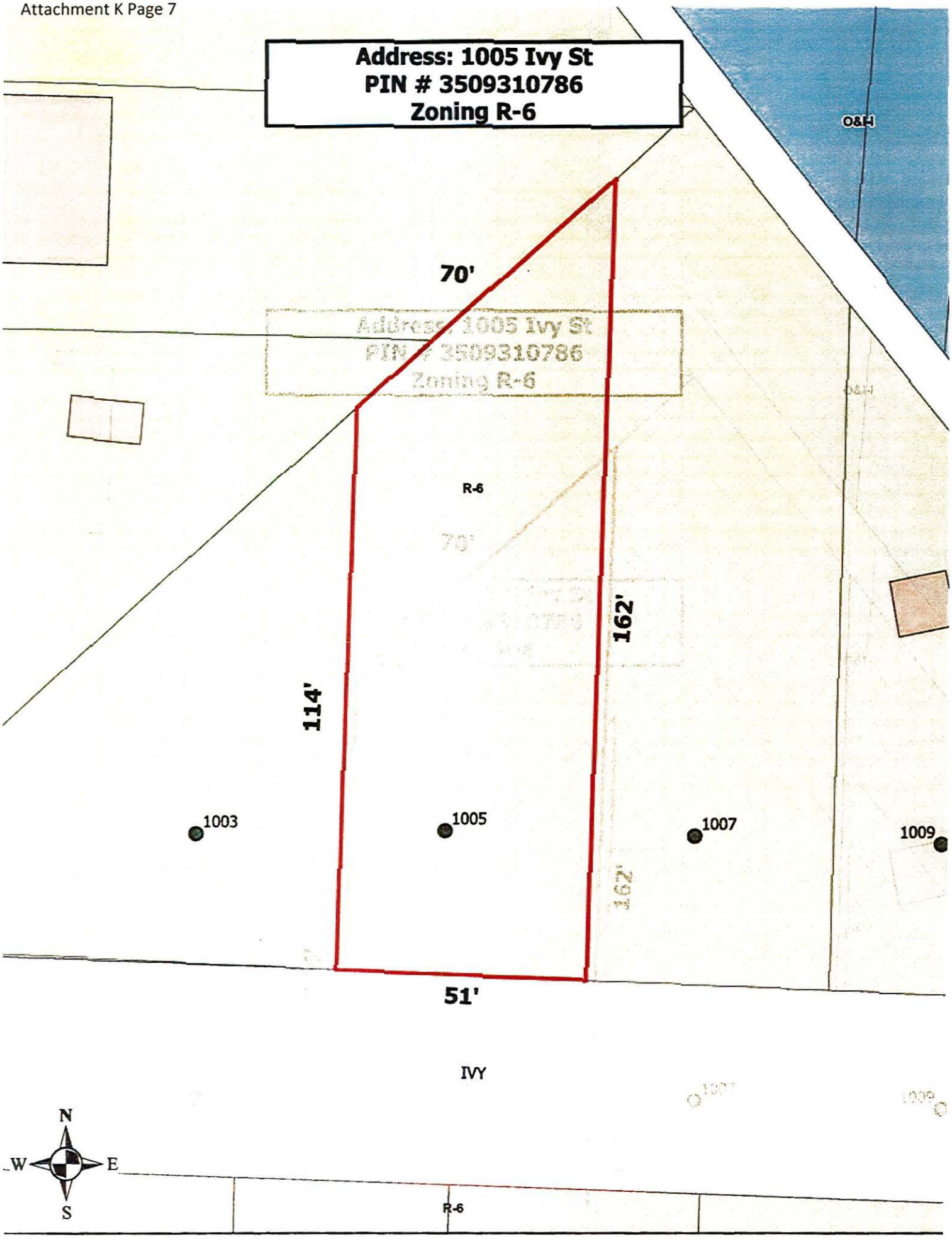
Sixty One Dollars & 25/100 — Dollars

Photo Safe Deposit®

First Citizens Bank

For Bid Deposit 1005 Ivy Janice G. Johnson

[redacted] 01371


Address: 1005 Ivy St
PIN # 3509310786
Zoning R-6
O&H
70'
Address: 1005 Ivy St
PIN # 3509310786
Zoning R-6
R-6
70'
162'
114'
1003
1005
1007
1009
162'
51'
IVY
N
W
E
S
R-6

WAYNE COUNTY **7/2/2022 7:52:59 PM**

CITY OF GOLDSBORO **WAYNE COUNTY**
1005 IVEY ST
75254500

Return/Appeal Notes: **3509310786**
UNIQ ID 51766
ID NO: 12000019001041

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100)
Reval Year: 2019 Tax Year: 2022 LT 5 GOLDWAYNE
Appraised by 60 on 01403 SOUTHSIDE

CARD NO. 1 of 1
1.000 LT SRC=
TW-12 C-01 EX-2AT- LAST ACTION 20170729

CONSTRUCTION DETAIL	MARKET VALUE								DEPRECIATION	CORRELATION OF VALUE	
TOTAL POINT VALUE			Eff.		BASE						
BUILDING ADJUSTMENTS	USE	MOD	Area	QUAL	RATE	RCN	EYB	AYB		CREDENCE TO	
TOTAL ADJUSTMENT	01	00							% GOOD	DEPR. BUILDING VALUE - CARD	0
FACTOR										DEPR. OB/XF VALUE - CARD	0
TOTAL QUALITY INDEX										MARKET LAND VALUE - CARD	2,450
	TYPE: SINGLE FAMILY RESIDENTIAL									TOTAL MARKET VALUE - CARD	2,450
	STORIES:									TOTAL APPRAISED VALUE - CARD	2,450
										TOTAL APPRAISED VALUE - PARCEL	2,450
										TOTAL PRESENT USE VALUE - PARCEL	0
										TOTAL VALUE DEFERRED - PARCEL	0
										TOTAL TAXABLE VALUE - PARCEL	2,450

PRIOR

BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	2,450
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	2,450

PERMIT

CODE	DATE	NOTE	NUMBER	AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
02834	0848	1	2011	WD	C	V	0
02669	0381	12	2008	WD	U	I	0
01405	0001	12	1993	WD	U	I	42500
00682	0389	1	1967	WD	U	I	0

HEATED AREA

NOTES

P12-07 DEMOLISH FOR 2008

SUBAREA TYPE	GS AREA	%	RPL CS	CODE	QUALITY	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
				TOTAL OB/XF VALUE																0
FIREPLACE																				
SUBAREA TOTALS																				

BUILDING DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES
0100	0100	R6	50	139	0.9800	2	1.0000			50.00	50.000	FF	0.980	49.00	2450	
TOTAL MARKET LAND DATA															2,450	
TOTAL PRESENT USE DATA																

RESOLUTION NO. 2022- 63

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This resolution shall be in full force and effect from and after this 11th day of July, 2022.

David Ham, Mayor

Attest:

Laura Getz, City Clerk

CITY OF GOLDSBORO INCORPORATED 1844 - 1891

Journal Proof Report

Journal Number: 164 Year: 2023 Period: 2 Description: Sheriff Reference 1: 69 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1100000-399100	Fund Balance Appropriated		N		$6890.69
BUA	1104310-523100-Shrff	Program Supplies		N	$6890.69	
			Journal 2023/2/164	Total	$6890.69	$6890.69

Journal Proof Report

Journal Number: 165 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104330-544000	Service & Maintenance Contract		N		$2635.00
BUA	1104330-558000	Capital Out-Bldg Struct & Impr		N	$2635.00	
			Journal 2023/2/165	Total	$2635.00	$2635.00

Journal Proof Report

Journal Number: 166 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-526000	Office Supplies		N		$1115.00
BUA	1104370-534000	Printing & Binding		N	$1115.00	
			Journal 2023/2/166	Total	$1115.00	$1115.00

Journal Proof Report

Journal Number: 167 Year: 2023 Period: 2 Description: WCPS Reference 1: 76 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1855911-399100	Fund Balance Appropriated		N		$0.11
BUA	1855911-563000	Current Expense		N	$0.11	
			Journal 2023/2/167	Total	$0.11	$0.11

Journal Proof Report

Journal Number: 168 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265301-519500	Prof Services-Lab Services		N	$4900.00	
BUA	1265307-549800	Miscellaneous		N		$4900.00
			Journal 2023/2/168	Total	$4900.00	$4900.00

Journal Proof Report

Journal Number: 516 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265304-535300	Repairs & Maint-Vehicles		N	$2500.00	
BUA	1265305-525100	Vehicle Supplies-Fuel/Diesel		N		$2500.00
			Journal 2023/2/516	Total	$2500.00	$2500.00

Journal Proof Report

Journal Number: 517 Year: 2023 Period: 2 Description: ROD Reference 1: 85 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104180-551000	Capital Outlay-Equipment		N		$30000.00
BUA	4908100-599110	Contingency-Capital Outlay		N	$30000.00	
BUA	1109840-598000	Transfers to Other Funds		N	$30000.00	
BUA	4908100-398100	Transfers from Other Funds-GF		N		$30000.00
			Journal 2023/2/517	Total	$60000.00	$60000.00

Journal Proof Report

Journal Number: 518 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-535300	Repairs & Maint-Vehicles		N	$120.00	
BUA	1104370-526000	Office Supplies		N		$120.00
			Journal 2023/2/518	Total	$120.00	$120.00

Journal Proof Report

Journal Number: 519 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104210-535300	Repairs & Maint-Vehicles		N	$897.00	
BUA	1104210-535200	Repairs & Maint-Equipment		N		$897.00
			Journal 2023/2/519	Total	$897.00	$897.00

Journal Proof Report

Journal Number: 520 Year: 2023 Period: 2 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315192-523850	Lab Supplies		N	$4500.00	
BUA	1315192-523900	Other Medical Supplies		N		$4500.00
			Journal 2023/2/520	Total	$4500.00	$4500.00