



Wayne County, North Carolina Board of Commissioners

May 21, 2024
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

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

The briefing began at 8:01 a.m. with Chairman Chris Gurley reviewing the agenda.

Finance Director Angie Boswell reviewed the budget amendments.

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

Members absent: Bevan Foster; and Antonio Williams.

9:02 A.M. RECESS BOARD OF COMMISSIONERS MEETING

9:12 A.M. RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

9:00 A.M. CALL TO ORDER - Chairman Chris Gurley

The Wayne County Board of Commissioners met on Tuesday, May 21, 2024, at 9:12 a.m., in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

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

Members absent: None.

INVOCATION - Chairman Chris Gurley

Chairman Chris Gurley gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner Barbara Aycock

Commissioner Barbara Aycock led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve the May 7, 2024, Minutes.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the May 7, 2024, minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the May 21, 2024, Adjusted Agenda.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the May 21, 2024, Adjusted Agenda. Changes made:

- Move #12 of the Consent Agenda: Motion to Approve the Recommendation of Award Letter for the Perimeter Fence Project for the Wayne Executive Jetport to Fence Builders, Inc., for a contract amount of \$3,325,417.00; \$3,019,500.00 in NCDOT Grant Funds and \$335,500.00 10% local match funding, and appropriate budget amendment, to #9 Unfinished Business.

SPECIAL PRESENTATIONS

3. Motion to Approve the 2024 EMS Week Proclamation, as presented by EMS Director Dave Cuddeback.

EMS Director Dave Cuddeback read the 2024 EMS Week Proclamation, attached hereto as Attachment A, and recognized several staff members for their efforts.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the 2024 EMS Week Proclamation.

4. Presentation of the Juvenile Crime Prevention Council (JCPC) 2024-25 Funding Plan by JCPC Chairman Dustin Pittman and Motion to Approve the Plan by the Wayne County Board of Commissioners.

JCPC Chairman Dustin Pittman reviewed the 2024-25 funding plan for the Juvenile Crime Prevention Council, attached hereto as Attachment B.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Juvenile Crime Prevention Council (JCPC) 2024-25 Funding Plan.

5. Presentation by Eric Ostendorf of Seymour Home Away From Home.

Mr. Eric Ostendorf presented on the Seymour Home Away from Home Program, attached hereto as Attachment C.

6. Presentation of April 2024 Community Survey Data by Public Affairs Director Joel Gillie and CivicPlus.

Public Affairs Director Joel Gillie gave a presentation on the Community Engagement Survey, attached hereto as Attachment D.

Chairman Chris Gurley said the County was blessed to have both Mr. Gillie and Trentt Toms, the County's video director. He said Mr. Gillie was an excellent public speaker and represented the county well, and Mr. Toms' videos were outstanding.

UNFINISHED BUSINESS

7. Discussion and Possible Action on the Revised Wayne County Personnel Policy.

Human Resources Director Sara Larson explained the revision process for the Wayne County Personnel Policy and asked for questions or discussion.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Revised Wayne County Personnel Policy.

8. Motion to Approve Recommendation of Award Letter for the Perimeter Fence Project for the Wayne Executive Jetport to Fence Builders, Inc. for a contract amount of \$3,325,417.00; \$3,019,500.00 in NCDOT Grant Funds and \$335,500 10% local match funding, and appropriate budget amendment.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the Recommendation of Award Letter for the Perimeter Fence Project for the Wayne Executive Jetport to Fence Builders, Inc. for a contract amount of \$3,325,417.00; \$3,019,500.00 in NCDOT Grant Funds and \$335,500 10% local match funding, and appropriate budget amendment, attached hereto as Attachment E, by a vote of 6 to 1 with Commissioner Bevan Foster voting against.

9:46 A.M. RECESS BOARD OF COMMISSIONERS MEETING

9:51 A.M. RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

CONSENT AGENDA

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

9. Budget Amendments
#494-Services on Aging/#497-Finance/#498-Finance/#499-Facilities/#501-Finance/#503-Services on Aging/#505-Library/#506-HD/#508-DSS/#509-EMS/#511-Finance
10. Motion to Adopt Resolution #2024-13: A Resolution Authorizing Wetzel Pyro to Discharge Pyrotechnics in the Town of Pikeville, NC, near Dees Memorial Park, on June 29, 2024.
Attached hereto as Attachment F.
11. Motion to Approve Peggy M Seegars Re-Paving Contract

Attached hereto as Attachment G.

12. Motion to Approve the addition of Hampshire Place to the State Maintenance System, as requested by NCDOT.

Attached hereto as Attachment H.

NEW BUSINESS

13. Presentation of County Manager's Recommended Budget for 2024-2025 and motion to establish a Public Hearing on June 4, 2024, at 9:30 a.m., in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina, at which time all citizens have a right to appear and give oral or written comments pertaining thereto. The Public may view the hearing on www.youtube.com/@WayneCountyGovernment.

County Manager Chip Crumpler presented a PowerPoint summarizing his Recommended Budget for Fiscal Year 2024-25, attached hereto as Attachment I. The full proposed budget is on file in the Clerk to the Board's office, as well as on the website at www.waynegov.com.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved to establish a Public Hearing on June 4, 2024, at 9:30 a.m., in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina, attached hereto as Attachment J, at which time all citizens have a right to appear and give oral or written comments pertaining thereto. The Public may view the hearing on www.youtube.com/@WayneCountyGovernment.

COUNTY MANAGER'S REPORT

14. Video Presentation by the Wayne County Public Affairs Department.

County Manager Chip Crumpler presented the video created by Public Affairs Staff Joel Gillie and Trentt Toms for Foodie/Agriculture Week after the budget work session.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Antonio Williams reminded everyone of the upcoming Dillard Alumni Parade.

Vice-Chairman George Wayne Aycock, Jr., Commissioners Barbara Aycock, Joe C. Daughtery, Bevan Foster, and Freeman Hardison, Jr., had no comments or reports.

Chairman Chris Gurley said it had been four years to the day since Commissioner/Former OES Director Joe Gurley had passed away and having the EMS proclamation on that day was appropriate.

CLOSED SESSION

At 8:13 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client

privilege between the attorney and the public body, which privilege is hereby acknowledged.

Members present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster (8:49 a.m.); Freeman Hardison, Jr.; and Antonio Williams (8:19 a.m.)

Others present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; Finance Director Angie Boswell; IT Director Giorgio Kristev; Procurement Specialist Mandy Trujillo; Assistant Finance Director Ann Kelley-Moore; HR Director Sara Larson; Sheriff Larry Pierce; Jailer Tammy Mozingo; WCSO's Beverly Deans; Sgt. Bryan Tart; Deputy Clerk Kayla Whitley; and Clerk to the Board Carol Bowden.

10:24 A.M. RECESS BOARD OF COMMISSIONERS MEETING

10:41 A.M. RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

BUDGET WORK SESSION

County Manager Chip Crumpler began reviewing the proposed budget book and Commissioner Joe C. Daughtery asked to review the fee schedules for various departments. He asked Mr. Crumpler to have department managers review numerous fees including hangar fees, charging for housing animals from the City of Goldsboro, inmate housing fees, water test fees, and solar facility fees.

The board asked questions regarding capital outlay and CIP numbers and were provided the total number of employees per department by Finance Director Angie Boswell.

12:03 P.M. RECESS BOARD OF COMMISSIONERS MEETING

12:55 P.M. RECONVENE WAYNE COUNTY BOARD OF COMMISSIONERS MEETING

BUDGET WORK SESSION (Continued)

The board and County Manager continued discussion on the proposed budget, including the budget and grant information for School Resource Officers or SRO. Mrs. Boswell said the grant funding is \$709,000 of the total \$1.7 million for the SRO program.

Commissioner Foster asked about Community Development expenditures and the board asked Mrs. Boswell for a total amount budgeted for the Wayne County Public Schools. Mrs. Boswell stated it was nearly \$27 million.

Requests for increases from six fire districts were presented, attached hereto as Attachment K, and the board discussed the requests.

ADJOURNMENT

At 3:53 p.m., Chairman Chris Gurley adjourned the meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board

**WAYNE COUNTY
NORTH CAROLINA**

2024 EMS WEEK PROCLAMATION

WHEREAS, Emergency Medical Services is a vital public service; and

WHEREAS, the members of Wayne County's Emergency Medical Services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Emergency Medical Services has grown to fill a gap by providing important, out-of-hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, law enforcement, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

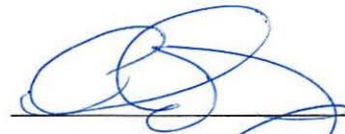
WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week in Wayne County.

NOW, THEREFORE, the Wayne County Board of Commissioners, in recognition of the 50th Anniversary of EMS Week do hereby proclaim the week of May 19-25, 2024, as

EMERGENCY MEDICAL SERVICES WEEK

with the theme, *Honoring Our Past, Forging Our Future*, we encourage the community to observe this week with appropriate programs, ceremonies, and activities.

Adopted this the 21st day of May, 2024.



Chris Gurley, Chairman

ATTEST:



Carol Bowden, Clerk



Wayne County

NC DPS - Community Programs - County Funding Plan

Available Funds: \$ \$419,454 Local Match: \$ \$115,460 Rate: 20%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/Federal	OTHER Funds	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind				
1	Restorative Justice for Wayne Juveniles-Teen Court, Restitution and Experiential Skills	\$181,652		\$10,648	\$40,882			\$233,182	22%
2	Wayne County Structured Day	\$185,651			\$53,800			\$239,451	22%
3	Wayne Transition-Re Entry- Family Counseling	\$50,651		\$10,130				\$60,781	17%
4	JCPC Administration	\$1,500						\$1,500	
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
TOTALS:		\$419,454		\$20,778	\$94,682			\$534,914	22%

The above plan was derived through a planning process by the Wayne County
 Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 24-25.

Amount of Unallocated Funds _____

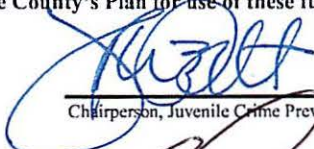
Amount of funds reverted back to DPS _____

Discretionary Funds added _____

check type ☐ initial plan ☐ update ☐ final

—DPS Use Only—

Reviewed by _____	Area Consultant	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Designated State Office Staff	Date _____


 Chairperson, Juvenile Crime Prevention Council (Date) 5-23-24


 Chairperson, Board of County Commissioners or County Finance Officer (Date) _____

Carol Bowden

From: S HAFH <info@shafh.org>
Sent: Wednesday, May 1, 2024 3:18 PM
To: WC - Commissioners
Subject: [External] - Request for presentation
Attachments: SHAFH Intro Briefing.pptx

Board Commissioners,

I am the Executive Director of Seymour Home Away From Home (SHAFH), a new non-profit that serves the Airmen of Seymour Johnson AFB.

Our program matches volunteer Host Families in the community with young men and women assigned to Seymour Johnson AFB. Our "adopt-an-Airman" program provides these young people with a "home-away-from-home". This is part of a USAF-wide initiative to strengthen ties between the civilians in the local community and the military personnel who serve them.

In our efforts to advertise this new program I gave a 5 minute presentation at a Goldsboro City Council meeting last month.

Does the Wayne County Board of Commissioners have a similar opportunity for me to present at their board meetings? I Have attached our introductory briefing for your reference.

Thank you,
Eric R. Ostendorf, USAF, Retired
Executive Director
Seymour Home Away From Home (SHAFH)
www.shafh.org
info@shafh.org
757-268-5264

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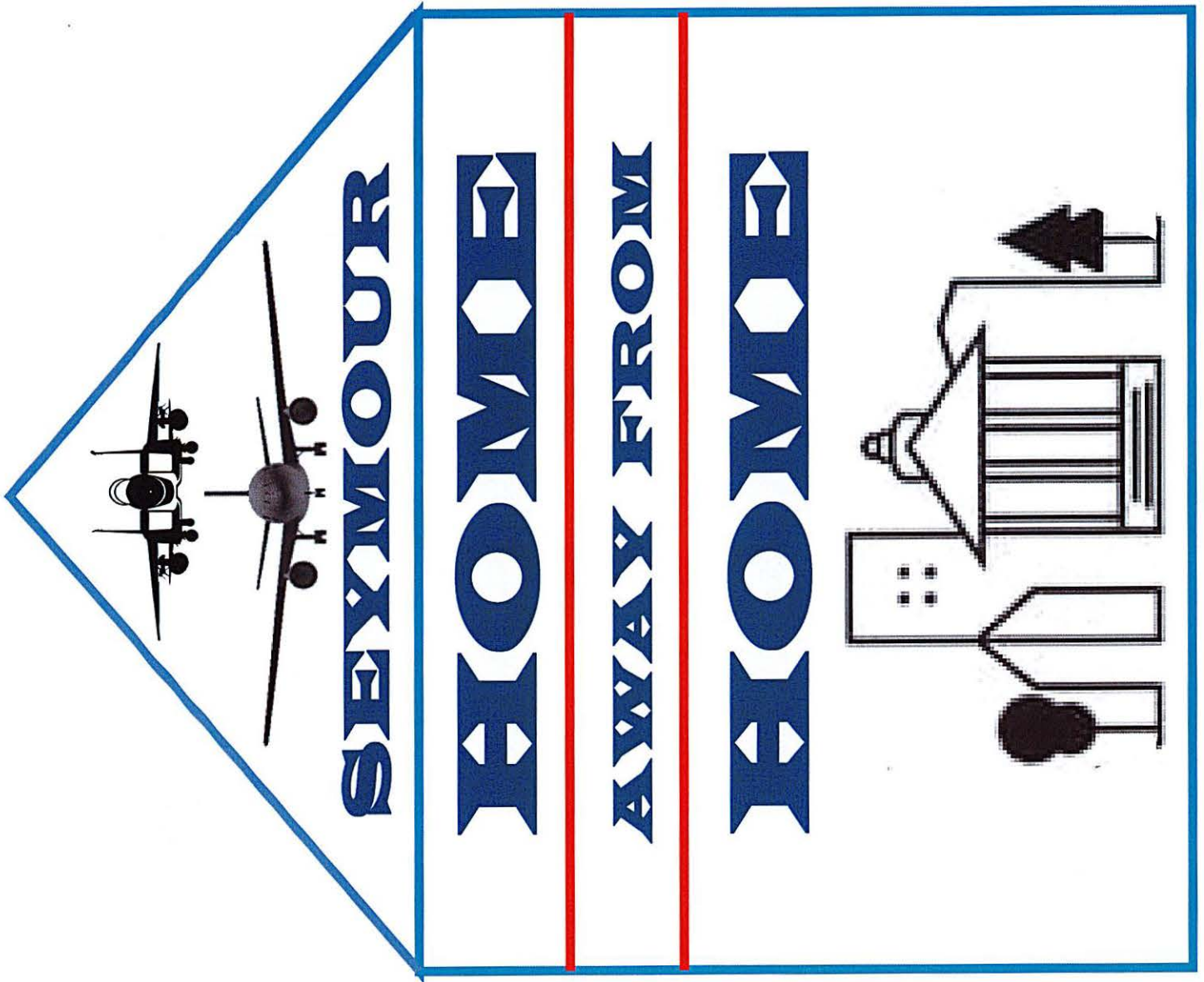
Eric Ostendorf

Executive Director

757-268-5264

info@shafh.org

www.shafh.org





SEYMOUR **HOME AWAY FROM HOME**

- **SHAFH is a sponsorship program which pairs young Airmen on Seymour Johnson AFB with civilian Host Families in Goldsboro and Wayne County.**
- **It is designed to fill the emotional void that existing sponsorship programs cannot.**
- **This program aims to alleviate the anxiety of being alone or far from home, often for the first time, and the feelings of loneliness, disconnection and isolation that these young Airmen often experience.**



HISTORY

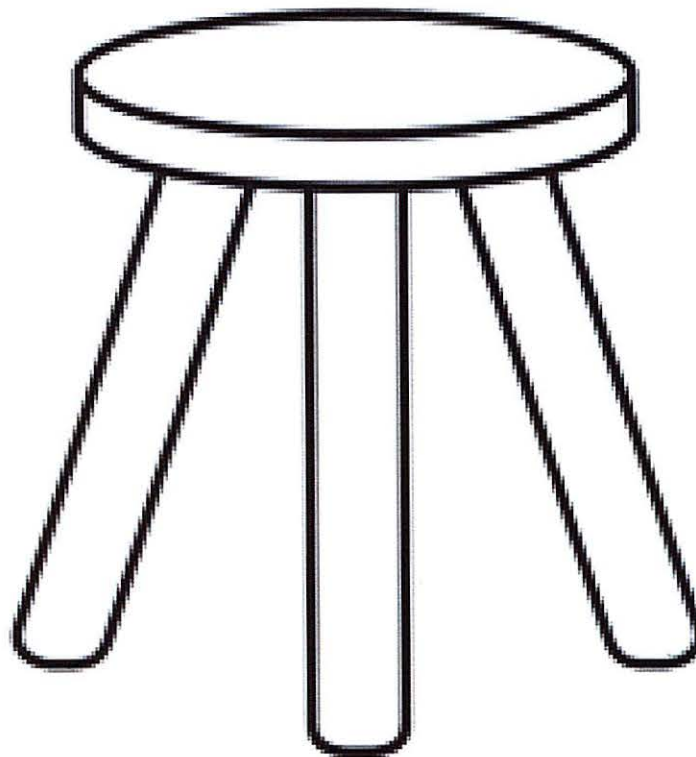
- **USAFA Cadet Sponsorship Program**
- **Team Tinker Home Away From Home**
- **2019-2020 Suicide Stand Down**
- **USAF Pilot Program (2 COAs)**
- **SHAFH**



VISION STATEMENT

**Enriching Airmen through
Community, Connections and Coaching**

**SOCIAL
EVENTS**



**LIFE
SKILLS**

HOST FAMILY



WHAT WE ASK OF YOU

1. Advice

2. Advertising

3. Assistance (Host Families)

**Eric Ostendorf
Executive Director
757-268-5264
info@shafh.org
www.shafh.org**



Powering and Empowering Government



Community Engagement Consultative Service
Wayne County, North Carolina
CivicPlus Market Research



METHODOLOGY + OBJECTIVES

Core Research Objectives

- Establish a baseline read on key elements among Wayne County, North Carolina Residents

Methodology

General
Population



N=458



18-65+
years old



Female 60%
Male 34%



Online
survey

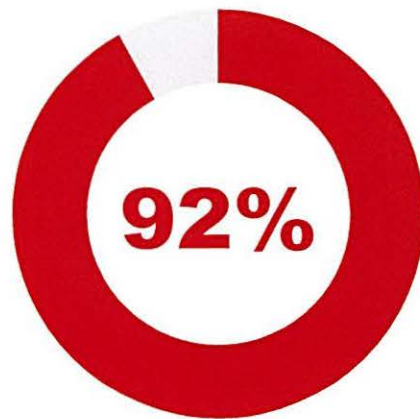


Conducted
April 2024



Satisfaction with the library edges out satisfaction for other important government services; these three items are generally associated with care for young and older residents

Satisfaction with Wayne County, North Carolina Services
Top 2 Summary (Average %)



Library



Senior
Center

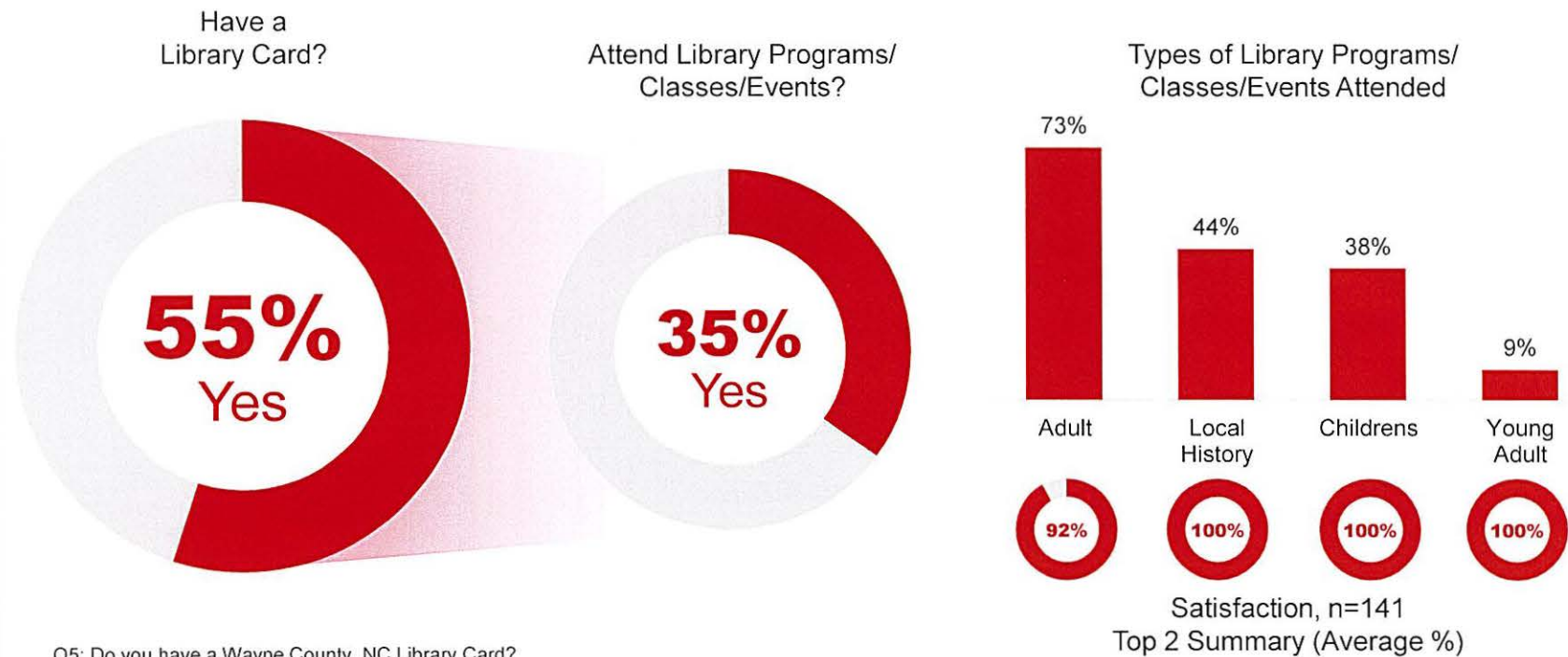


911



The Library (and its extra-curricular activities) is ripe for spreading satisfaction among Wayne County residents; satisfaction is high but use and attendance is low.

Library for Wayne County, North Carolina



Q5: Do you have a Wayne County, NC Library Card?

Q5b: Do you attend Library Programs, classes, and/or events?

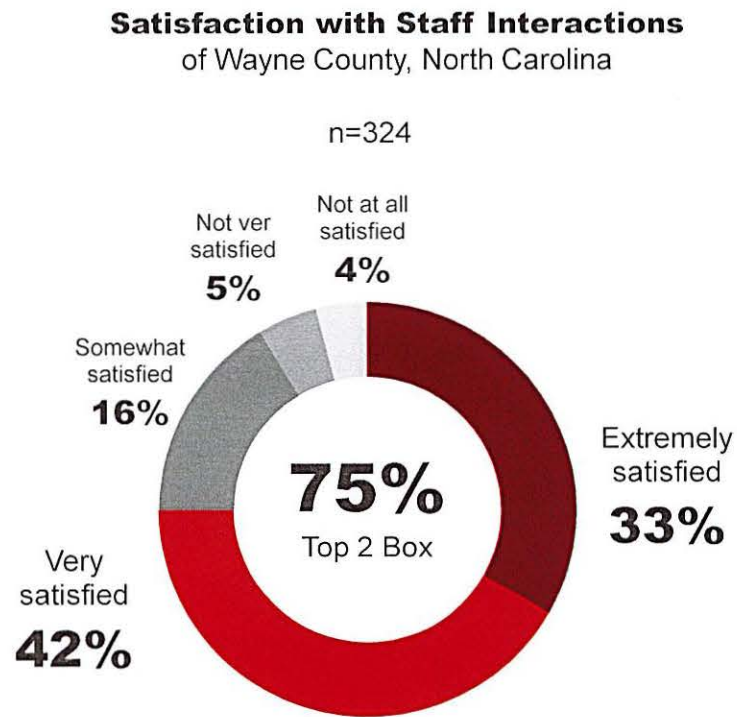
Q5c: What type of programs, classes or events have you attended in the past year?

Q5d: How satisfied were you with the library program, class, or event you attended?

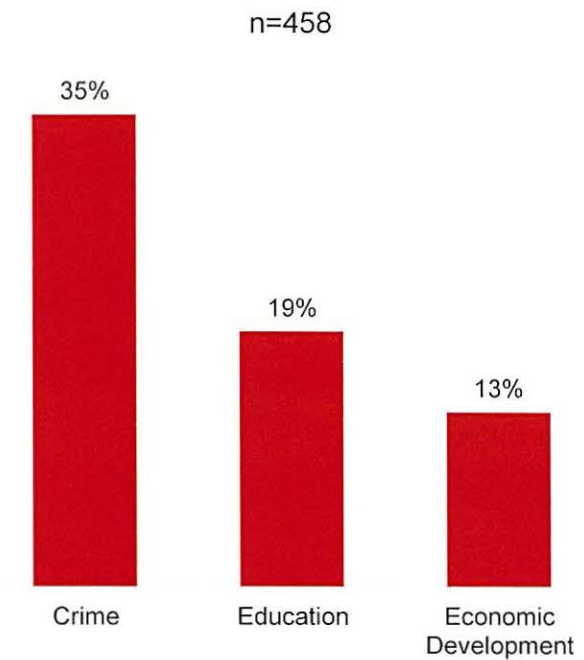
*Small base size



A high level of satisfaction for staff interactions suggests that there is a good chance residents can be supportive of their efforts to solve Wayne County's biggest issues.



Concerning Issues
for Wayne County, North Carolina



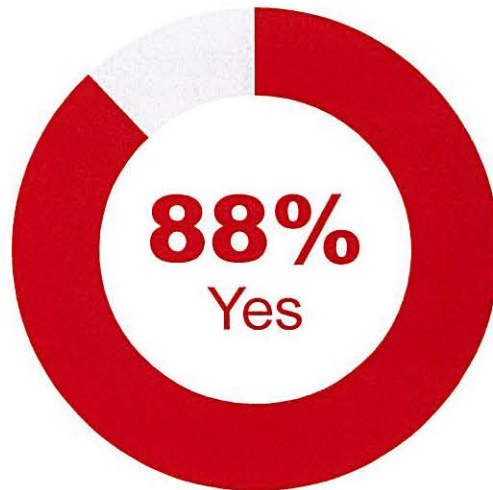


The government website for Wayne County is considered easy to use and navigate, making it a powerful tool for maintaining satisfaction among residents

Website Navigation for Wayne County, North Carolina

Is waynegov.com easy to use and navigate?

n=271





Leadership has support from Wayne County residents, and there are plenty of respondents ready to give more feedback



A **majority of residents** have trust in Wayne County, NC Leaders

129

of 458 respondents are willing to be in a focus group following this survey

Carol Bowden

From: Jason Elliott
Sent: Wednesday, May 8, 2024 5:10 PM
To: Chip Crumpler
Cc: Kayla Whitley; Carol Bowden; Angie Boswell; Gene Dawson; brandon@adviseone.com; Ginger Moore; Mann, Thomas L
Subject: [External] - GWW - Perimeter Fence Recommendation of Award
Attachments: 2024-05-08 - GWW Perimeter Fence - Recommendation of Award.pdf; 2024-03-05 - GWW Perimeter Fence Certified Bid Tab_Rev.pdf; 2024-03-05 - Bid Opening Summary.pdf

Chip,

Please see the attached Recommendation of Award letter for the Perimeter Fence project, as well as the Certified Bid Tabulation and Bid Summary. We recommend award of the Base Bid and all Additive Bids to Fence Builders, Inc. for a contract amount of \$3,325,417.00. If everything looks acceptable, can this be placed on the agenda for the next Commissioners meeting?

Last week the NCDOT Board of Transportation approved additional funding to cover all phases of construction for this project. The construction will be 90% funded by state grant funds along with the 10% local, County match. The state funding awarded and available for this project is below:

\$3,019,500 – State Grant Funds

\$335,500 – 10% Local Match

\$3,355,000 – Total Project Funding for Construction

Our construction services will be funded through a separate grant using available FAA NPE grant funds.

Let me know if you have any questions.

Thanks!

Jason L. Elliott, PE
Project Manager
WK Dickson & Co., Inc.
720 Corporate Center Drive
Raleigh, NC 27607
Office: 919-256-5616
Mobile: 919-412-7235
Email: jelliott@wkdickson.com
www.wkdickson.com

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May 8, 2024

Mr. Chip Crumpler
County Manager, Wayne County
Wayne County Courthouse
224 E. Walnut Street
Goldsboro, North Carolina 27530

**RE: Wayne Executive Jetport (GWW) – Perimeter Fencing Improvements
Recommendation of Award**

Dear Chip:

Bids for the Perimeter Fencing Improvements project were received by the County on Tuesday, March 5, 2024, at 2:00 PM. This was the second scheduled bid opening, following re-advertisement, after an insufficient number of bids were received at the original February 21, 2024 bid opening. Two (2) bids were received and read aloud publicly in accordance with North Carolina bidding laws. Bids were received from the following:

- Daniels & Daniels Construction Company, Inc.
- Fence Builders, Inc.

The low bid was received from Daniels & Daniels Construction Company, Inc., with a Base Bid amount of \$1,071,668.64 and an amount for the Base Bid plus all Additive Bids of \$3,322,224.12. The bid received from Fence Builders, Inc. included a Base Bid amount of \$1,153,068.00 and an amount for the Base Bid plus all Additive Bids of \$3,325,417.00. The certified bid tabulation and bid summary are attached to this letter.

Through the direction of the NC Department of Transportation (NCDOT), the project was advertised with a combined DBE/MBE/WBE participation goal of 10.0%. The bid submitted by Daniels & Daniels did not include the required DBE/MBE/WBE forms and no DBE/MBE/WBE participation was reported. Daniels & Daniels submitted the DBE forms after the bid opening. The participation reported on the forms failed to meet the contract DBE/MBE/WBE goal of 10.0%. Daniels & Daniels submitted a Good Faith Effort that was reviewed by NCDOT and was determined to not meet NCDOT's Good Faith Effort guidance. The DBE/MBE/WBE documentation submitted by Fence Builders indicates their proposed DBE/MBE/WBE participation does meet the contract goal of 10.0%.

Based on review of the submitted bid documents and through consultation with NCDOT, the County Attorney, and the County's procurement office, WK Dickson has determined that the bid submitted by Daniels & Daniels Construction Company, Inc. should be rejected as non-responsive.

Mr. Chip Crumpler

May 8, 2024

Page 2

WK Dickson has reviewed the Fence Builders, Inc. proposal and has deemed the proposal to be the lowest responsive, responsible bid. State grant funds have been awarded to cover the cost of the Base Bid plus all Additive Bids for the project. The state grant funds will cover 90% of the construction costs, along with a 10% local, County match.

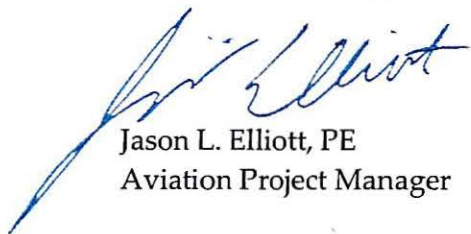
Based on our review of the proposal documents, WK Dickson recommends that Wayne County award the referenced project to Fence Builders, Inc. We recommend award of the Base Bid plus Additive Bids No. 1-3 for a total contract amount of **\$3,325,417.00**. We recommend award contingent on the contractor providing the required Performance Bond, Payment Bond, and Certificates of Insurance, as outlined in the contract documents.

A conformed set of contract documents along with the executed construction contract and other required documentation will be included in the final Released for Construction documents.

If you have any questions, please do not hesitate to contact me.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink, appearing to read "Jason L. Elliott".

Jason L. Elliott, PE
Aviation Project Manager

Enclosures

Bid Opening Summary



Project: Perimeter Fence
Owner: Wayne County Executive Jetport
Design Engineer: W.K. Dickson & Co., Inc.
Date: 3/5/2024
Time: 2:00 PM
Location: 224 E. Walnut St., 4th Floor Wayne County Courthouse, Goldsboro, NC 27530

	<u>Prime Bidder</u>	<u>Acknowledge NC Contractor's License</u>	<u>Acknowledge Receipt of Addendum 1 through 4</u>	<u>Bid Bond</u>	<u>BID AMOUNT</u>
1	Daniels & Daniels Construction Co. PO Box 10337 Goldsboro, NC 27532	NC License No. 23697	Acknowledged	Included	Base Bid: \$1,071,668.64
					Add. #1: \$770,888.96
					Add. #2: \$811,414.80
					Add. #3: \$668,251.72
2	Fence Builders, Inc. 1230 Old Salisbury Rd. Winston Salem, NC 27127	NC License No. 69297	Acknowledged	Included	Base Bid: \$1,153,068.00
					Add. #1: \$503,278.00
					Add. #2: \$952,679.00
					Add. #3: \$716,392.00
3					

BID TABULATION SHEET

OWNER: Wayne Executive Jetport

PROJECT: Perimeter Fence

LOCATION: 224 E. Walnut St., 4th Floor Wayne County Courthouse, Goldsboro, NC 27530

DATE: 3/5/2024

I Certify that this is a true and
corrected record of bids received.

W.K. Dickson & Co., Inc.

Raleigh, N.C.

NC License No F-0374

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:	Daniels & Daniels Construction Co.	Fence Builders, Inc.
Address:	PO Box 10337 Goldsboro, NC 27532	1230 Old Salisbury Rd. Winston Salem, NC 27127
License Number/Bid Bond	NC License No. 23697	NC License No. 69297

ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Bid (Phase 2)								
1	C-105	Mobilization	1	LS	\$ 37,459.70	\$ 37,459.70	\$ 104,820.00	\$ 104,820.00
2	C-102-1	Temporary Construction Entrance	1	EA	\$ 6,384.17	\$ 6,384.17	\$ 8,500.00	\$ 8,500.00
3	C-102-2	Temporary Linear Fiber Roll	8,000	LF	\$ 5.42	\$ 43,360.00	\$ 8.50	\$ 68,000.00
4	P-151-1	Clearing and Grubbing	0.1	EA	\$ 1,594.04	\$ 159.60	\$ 85,000.00	\$ 8,500.00
5	P-151-2	Isolated Tree Removal	50	EA	\$ 1,710.03	\$ 85,501.50	\$ 1,200.00	\$ 60,000.00
6	F-164-1	Remove Existing Chain Link Fence (Including Pedestrian Gates)	7,968	LF	\$ 20.52	\$ 163,503.36	\$ 8.50	\$ 67,728.00
7	F-164-3	Wildlife Exclusion Fence	7,960	LF	\$ 85.50	\$ 680,580.00	\$ 102.00	\$ 811,920.00
8	F-164-4	Manual Double Swing Gate (20' Opening)	1	EA	\$ 38,417.87	\$ 38,417.87	\$ 12,000.00	\$ 12,000.00
9	F-164-7	Ditch Crossing	2	EA	\$ 6,726.18	\$ 13,452.36	\$ 1,800.00	\$ 3,600.00
10	T-901-1	Seeding and Mulching	1	AC	\$ 2,450.08	\$ 2,450.08	\$ 8,000.00	\$ 8,000.00
TOTAL BASE BID						\$ 1,071,665.64		\$ 1,153,068.00

ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Additive Bid No. 1 (Phase 1A - Ornamental Fence)								
1	C-105	Mobilization	1	LS	\$ 34,137.80	\$ 34,137.80	\$ 45,753.00	\$ 45,753.00
2	32.31.19-1	Type I Ornamental Fence	210	LF	\$ 940.76	\$ 201,959.60	\$ 750.00	\$ 157,500.00
3	32.31.19-2	Type II Ornamental Fence	645	LF	\$ 279.44	\$ 180,123.60	\$ 215.00	\$ 138,675.00
4	32.31.19-3	Automatic Gate - Metal Ornamental w/ Keypad (20' Opening)	3	EA	\$ 85,235.34	\$ 255,706.02	\$ 34,800.00	\$ 104,400.00
5	32.31.19-4	Metal Ornamental Pedestrian Gate w/ Keypad (4' Opening)	4	EA	\$ 13,047.75	\$ 52,191.00	\$ 10,000.00	\$ 40,000.00
6	32.31.19-5	Power Connection - Gate & Key Pad	3	EA	\$ 3,718.21	\$ 11,154.63	\$ 15,000.00	\$ 45,000.00
7	F-164-1	Remove Existing Chain Link Fence (Including Pedestrian Gates)	990	LF	\$ 19.97	\$ 19,770.30	\$ 15.00	\$ 14,850.00
8	F-164-2	Remove Existing Drive Through Gates	3	EA	\$ 5,433.67	\$ 16,301.01	\$ 1,000.00	\$ 3,000.00
TOTAL ADDITIVE BID NO. 1						\$ 770,888.96		\$ 503,278.00
TOTAL BASE BID + ADDITIVE BID NO. 1						\$ 1,842,554.60		\$ 1,656,346.00

ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Additive Bid No. 2 (Phase 1B - Wildlife Fence)								
1	C-105	Mobilization	1	LS	\$ 36,150.00	\$ 36,150.00	\$ 86,607.00	\$ 86,607.00
2	C-102-1	Temporary Construction Entrance	1	EA	\$ 6,383.00	\$ 6,383.00	\$ 9,000.00	\$ 9,000.00
3	C-102-2	Temporary Linear Fiber Roll	6,000	LF	\$ 5.42	\$ 32,520.00	\$ 9.00	\$ 54,000.00
4	P-151-1	Clearing and Grubbing	0.3	AC	\$ 15,960.00	\$ 7,980.00	\$ 85,000.00	\$ 42,500.00
5	P-151-2	Isolated Tree Removal	20	EA	\$ 1,710.00	\$ 34,200.00	\$ 1,500.00	\$ 30,000.00
6	F-164-1	Remove Existing Chain Link Fence (Including Pedestrian Gates)	4,440	LF	\$ 20.52	\$ 91,089.60	\$ 8.50	\$ 37,672.00
7	F-164-3	Wildlife Exclusion Fence	3,750	LF	\$ 85.50	\$ 320,625.00	\$ 102.00	\$ 384,500.00
8	F-164-4	Manual Double Swing Gate (20' Opening)	2	EA	\$ 10,145.50	\$ 20,291.00	\$ 12,000.00	\$ 24,000.00
9	F-164-5	Automatic Gate - 10' Chain Link / Key Pad (24' Opening)	1	EA	\$ 85,501.00	\$ 85,501.00	\$ 68,000.00	\$ 68,000.00
10	F-164-6	Automatic Gate Power Connections	1	EA	\$ 2,824.00	\$ 2,824.00	\$ 5,000.00	\$ 5,000.00
11	T-901-1	Seeding and Mulching	1	AC	\$ 2,824.00	\$ 2,824.00	\$ 8,000.00	\$ 8,000.00
TOTAL ADDITIVE BID NO. 2						\$ 611,414.60		\$ 952,679.00
TOTAL BASE BID + ADDITIVE BID NO. 2						\$ 1,883,969.20		\$ 2,105,747.00

ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Additive Bid No. 3 (Phase 3)								
1	C-105	Mobilization	1	LS	\$ 35,840.14	\$ 35,840.14	\$ 65,126.00	\$ 65,126.00
2	C-102-1	Temporary Construction Entrance	1	EA	\$ 6,504.32	\$ 6,504.32	\$ 9,000.00	\$ 9,000.00
3	C-102-2	Temporary Linear Fiber Roll	6,000	LF	\$ 5.52	\$ 33,120.00	\$ 9.00	\$ 54,000.00
4	P-151-2	Isolated Tree Removal	20	EA	\$ 1,742.23	\$ 34,844.60	\$ 1,500.00	\$ 30,000.00
5	F-164-1	Remove Existing Chain Link Fence (Including Pedestrian Gates)	4,863	LF	\$ 20.91	\$ 101,388.93	\$ 8.80	\$ 42,836.00
6	F-164-3	Wildlife Exclusion Fence	4,840	LF	\$ 87.11	\$ 421,012.40	\$ 102.00	\$ 493,680.00
7	F-164-4	Manual Double Swing Gate (20' Opening)	1	EA	\$ 25,264.84	\$ 25,264.84	\$ 12,000.00	\$ 12,000.00
8	F-164-7	Ditch Crossing	1	EA	\$ 6,852.76	\$ 6,852.76	\$ 1,950.00	\$ 1,950.00
9	T-901-1	Seeding and Mulching	1	AC	\$ 2,903.71	\$ 2,903.71	\$ 8,000.00	\$ 8,000.00
TOTAL ADDITIVE BID NO. 3						\$ 666,251.72		\$ 716,392.00
TOTAL BASE BID + ADDITIVE BID NO. 3						\$ 1,739,920.36		\$ 1,849,460.00

TOTAL BASE BID + ALL ADDITIVE BIDS: \$ 3,322,224.12 \$ 3,335,417.00



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

05/08/2024

Mr. Walter Crumpler, County Manager
Wayne County
P.O. Box 227
Goldsboro, NC 27533

RE: AMENDED NOTIFICATION OF AWARD
(This letter overrides previous award letters dated 04/18/2024 & 08/30/2023)

Dear Mr. Crumpler:

On behalf of N.C. Governor Roy Cooper, Transportation Secretary J.R. "Joey" Hopkins, and the NC Board of Transportation, this Notification of Award serves as official verification that **additional** State funds have been programmed for **Wayne Executive Jetport**, Project Request No. 4707, 4253, 4255 for state fiscal year (SFY) 2024 and were approved at the May 1, 2024 Board of Transportation meeting.

Any disbursement of funds described or contemplated herein is subject to appropriation by the N.C. General Assembly and appropriate approval or authorization from the N.C. Department of Transportation and/or Board of Transportation.

The specific work elements and **additional** funding allocation is noted below:

Award ID	Description	State Funds	Local Funds
36244.31.7.1	New Perimeter Fence Phase 2 (CON) Amendment	\$1,980,000	\$220,000
36244.31.7.1	New Perimeter Fence Phase 2 (CON)	\$229,500 (BOT 04/04/2024)	\$25,500
36244.31.7.1	New Perimeter Fence Phase 2 (BID/CON/CA/RPR)	\$810,000 (BOT 08/03/2023)	\$90,000

Upon receipt of this award letter, the Division of Aviation requires that you submit a Change Request for additional funding. Please visit the NCDOT Connect website for links to detailed grant and development resources.

The Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

After the project is completed and the final reimbursement request has been processed, the Division has the authority to rescind any remaining unused funds (with the exception of nonprimary entitlement and discretionary funds) for use toward other projects.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system, and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

C1CE6F0E9F7A430...
Rebecca Gallas, P.E.
Director of Aviation

RJG/ah

cc: N.C. Governor Roy Cooper
J.R. "Joey" Hopkins, Secretary, NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation, NCDOT
Ted Budd, United States Senate
Thom Tillis, United States Senate
Wiley Nickel, United States Congress
Melvin M. Mitchell, Board of Transportation Representative
Gene Dawson, Business Manager, Wayne Executive Jetport
Keith Eason, P.E., Division 4 Engineer, NCDOT
Tommy Mann, Airport Project Manager, NCDOT

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2024-13: GRANTING WETZEL PYROTECHNICS PERMISSION TO
USE PYROTECHNICS FOR THE TOWN OF PIKEVILLE**

WHEREAS, the Board of Commissioners of Wayne County has received a request from Wetzel Pyrotechnics for permission for pyrotechnics to be exhibited, used, and discharged in a safe and proper manner under the supervision of experts for a fireworks celebration on June 29, 2024, in the Town of Pikeville, North Carolina, as provided by North Carolina General Statute 14-410; and

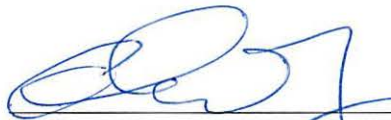
WHEREAS, it is the intention of Wetzel Pyrotechnics to use said display in a public celebration Dees Memorial Park; and

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

WHEREAS, contingent upon the Wayne County Inspections Department approval of the fireworks display and show plan for Wetzel Pyrotechnics located at the Town of Pikeville, North Carolina on June 29, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Wayne County Board of Commissioners that Wetzel Pyrotechnics is hereby given permission to use pyrotechnics under the supervision of an expert at their public celebration to be held on June 29, 2024, contingent upon the individual or entity who will use, handle or discharge the pyrotechnics providing to the Clerk to the Wayne County Board of Commissioners a Certificate of Registration, which will be effective on June 29, 2024, proof of insurance as required by statute and the proper permits through the County of Wayne, and contingent on the approval of the Wayne County Inspections Department.

This the 21st day of May, 2024.


Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden
Clerk to the Board



29 June 2024
Pikeville Fireworks Shoot Sheet

**OPENER**

40	2 ½" COLOR FINALE
----	-------------------

BODY OF PROGRAM

144	3" ASSORTED SHELLS
96	4" ASSORTED SHELLS
80	5" ASSORTED SHELLS
16	6" ASSORTED SHELLS
4	8" ASSORTED SHELLS

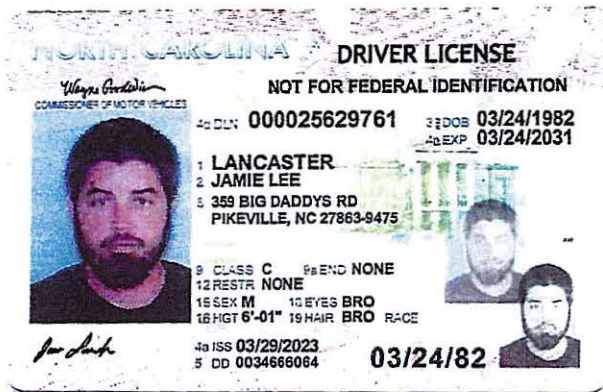
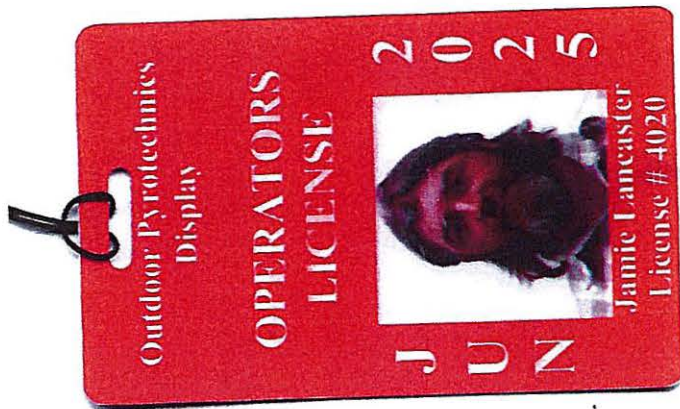
No shell will be greater than 8" for this display. Reserve the right to substitute or replace product based on inventory available with no product being greater than the maximum size of 8" radius.

MID FINALE

20	2 ½" COLOR FINALE
8	1.4G CAKES

FINALE

180	3" COLOR FINALE
12	4" COLOR FINALE
5	5" COLOR FINALE



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

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

REPRODUCED FROM THE FEDERAL BUREAU OF INVESTIGATION

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

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

License/Permit
Number

1-NC-053-50-5E-01022

Chief, Federal Explosives Licensing Center (FELC)

Expiration
Date

May 1, 2025

Name

KEVIN EUGENE WETZEL

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

**125 EAGLETON CIR
MOYOCK, NC 27958-**

Type of License or Permit

50-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement

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

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

KEVIN EUGENE WETZEL
125 EAGLETON CIR
MOYOCK, NC 27958-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete KEVIN EUGENE WETZEL-125 EAGLETON CIR-27958-1-NC-053-50-5E-01022-May 1, 2025-50-MANUFACTURER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **KEVIN EUGENE WETZEL**

Business Name:

License/Permit Number: **1-NC-053-50-5E-01022**

License/Permit Type: **50-MANUFACTURER OF EXPLOSIVES**

Expiration: **May 1, 2025**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Kevin Wetzel
Wetzel Pyrotechnics

Safety Procedures for Fireworks Displays

NFPA 1123 Codes are to be followed at all times.

1. Firing Procedure:

- A. Operators are to use the Pre-display checklist provided in the display paperwork. AT NO TIME are the materials to be left unattended.
- B. Upon arrival at the site, check site conditions for any hazards that may impede the safety of the display operation.
- C. Verify the site meets all distance requirements of NFPA1123 at a minimum. Add additional buffer to account for conditions.
- D. Confirm that there is adequate ingress and egress for emergency vehicles.
- E. Inspect all racks and equipment as it is coming off the truck. Any equipment that is damaged or broken is not to be used in the display.
- F. All mortar racks are to be setup and installed prior to any loading of live materials.
- G. Inspect all shells and fireworks devices such as cakes, candles, and ground effects prior to loading, or placing in the firing area. Any materials found to be damaged, or not in proper condition are not to be used in the display.
- H. All materials fuses are to be situated and secured for easy access and removal of safety caps just prior to firing.
- I. (Electric Firing) Any e-matching of materials will take place at least 50 feet from the truck holding the fireworks, and at least 100 feet from any public access. Limit the amount of materials in this area to just ONE box at a time.
- J. (Electric Firing) Once all materials are setup, no personnel are allowed within the firing area during the continuity testing. If there is a need to check contact points, or adjust materials, the firing control panel must be disabled completely before an operator enters the firing area.
- K. (Manual Firing) Operators will use fusees (flares) for ignition of shell leaders.
- L. Previously installed multiple ignition points are to be placed along Finale racks, or any chain fused sections of the display.

2. Termination and Emergency Procedures

- A. If, at any time before, or during the discharge of a display, there arises a condition that adversely affects the firing or completion of the display, the operator will IMMEDIATELY halt the display, until such a time that the condition can be either corrected, or deleted from the program.
 - 1. The AHJ will also have the authority to halt the display, should any such condition arise.
 - 2. Communications between the operator and the AHJ will be necessary to provide for the continuation of the display (if halted).

Wetzel Pyrotechnics
Kevin Wetzel
919-441-7353

**Kevin Wetzel
Wetzel Pyrotechnics**

- B. If there is a weather-related concern, the display is to be halted, or postponed, until better conditions prevail. If there is no alternative, or if conditions remain at an unsafe level, then the operator is to cancel the display, and the Rain Date option will be considered.
 - 1. All mortar racks are to be covered with tarps, plastic or other suitable materials to prevent materials from getting wet. Cakes, and other ground effects can be placed in plastic bags.
 - 2. Any materials that do become wet shall not be used and are to be placed into regulation cartons and returned to ATF approved storage.
- C. If, during the display, an errant shell or malfunction of equipment causes materials to be sent unintentionally towards the spectator area, or out of the intended fallout area, the operator will IMMEDIATELY halt the display.
 - 1. The safety of the spectators is the primary concern, and the operator is to ensure that any errant shell trajectories or malfunctions are dealt with as soon as it is safe to do so. Repositioning of the racks or dropping that part of the display will be done before resuming any firing.
 - 2. A situation of this nature could cause the rest of the display to be postponed or cancelled with the communication and cooperation of the AHJ.
 - 3. Identification of the errant materials and/or equipment is to be documented in the operators after display report.
 - 4. If there is ANY injury of any nature, to a spectator, or any other person, the display is to be halted, and the assistance of the local EMS, Fire Department, and/or other fire and life safety personnel on duty at the time is to be utilized.
- D. Ingress and Egress routes are always to be maintained and are to remain clear for emergency vehicles and personnel.
 - 1. Should there be any reason to need such access, the operator shall halt all firing, and suspend the display.
 - 2. The operator and other display personnel may assist such emergency personnel to control and contain any condition to insure the safety and security of the site.

3. Post Display

- A. Once the display has been completed, the operator will make the determination to break down the display equipment when s/he finds all conditions safe to do so.
 - 1. The operator and assistances will allow a minimum of 30 minutes for a “cool-down” period, once the display is completed.
 - a. Beginning with the mortars that were fired first, make sure that all shells and materials were discharged.
 - b. Once all racks and equipment have been cleared, the operator will approve the break down of the display.

Wetzel Pyrotechnics
Kevin Wetzel
919-441-7353

Kevin Wetzel
Wetzel Pyrotechnics

2. Misfired Materials
 - a. Identify any and all misfired materials.
 - b. Ensure that there are no ignition hazards present before handling. All sparks are to be extinguished, E-matches should be disconnected and shunted, and then may be carefully removed and stored.
 - c. Carefully remove materials from the discharge area.
 - d. Place materials into regulation carton, and transport back to approved ATF storage.
 - e. Record misfires in the operator's display report
- B. The operator will assist the AHJ in conducting the post display inspection and sign off on any documentation the AHJ may require.
- C. Once the inspection is completed, the operator may clear the on-duty Fire Department personnel.
- D. The entire discharge area and fallout zones are to be inspected to ensure there are no duds, misfires, or any other materials left on the display site. A full site check will also be performed early the following morning.
- E. Clean up includes removal of all equipment, paper debris, and any other items that remain as a result of the display.

A copy of the operators after display report will be provided to the local fire code official if requested.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2024

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

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

PRODUCER
Ryder Rosacker McCue & Huston (MGD by Hull & Company)
509 W Koenig St
Grand Island NE 68801

CONTACT NAME: Kristy Wolfe

PHONE (A/C, No, Ext): 308-382-2330

FAX (A/C, No): 308-382-7109

E-MAIL ADDRESS: kwolfe@ryderinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: SCOTTSDALE INS CO

41297

INSURED
Kevin Wetzel
Wetzel Pyrotechnics
125 Eagleton Circle
Moyock NC 27958

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 985152027

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY		CPS4056696	12/31/2023	12/31/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
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	AUTOMOBILE LIABILITY					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
WC STATUTORY LIMITS	OTH-ER																			
E.L. EACH ACCIDENT	\$																			
E.L. DISEASE - EA EMPLOYEE	\$																			
E.L. DISEASE - POLICY LIMIT	\$																			

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

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 04 when required by written agreement.

Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.

County of Wayne

Shoot site 105 School Street Pikeville, NC 27863

CERTIFICATE HOLDER

CANCELLATION

Town of Pikeville
105 West School Street
Pikeville NC 27863
United States

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization with whom the insured has agreed to waive rights of recovery, provided such agreement is made in writing and prior to the loss.

Additional Premium is Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



SCOTTSDALE INSURANCE COMPANY®

**ENDORSEMENT
NO.** _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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Copyright, ISO Properties, Inc., 2004

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2024

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

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

PRODUCER Ryder, Rosacker, McCue & Huston 509 W. Koenig St. Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C No. Ext.): (308) 382-2330 FAX (A/C No.): (308) 382-7109 E-MAIL ADDRESS: info@ryderinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURED Wetzel Pyrotechnics, Kevin Wetzel dba 125 Eagleton Cir Moyock NC 27958	INSURER A: Auto-Owners NAIC # 10190 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6910U4N31960424	04/24/2024	04/24/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Office of State Fire Marshal 1202 Mail service Center Raleigh, NC 27699-1202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <MM>
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TO: Wayne County Board of Commissioners

FROM: Mandy Trujillo, Wayne County Procurement Specialist

DATE: May 6, 2024

SUBJECT: Approval to Award the Request for Proposal For re-paving of the Peggy M. Seegars Senior Center Parking Lot

Requests for Bids were sent out on April 17, 2024, and five bids were opened on May 6, 2024, at 2:00 pm. A committee comprised of Kendall Lee, Facilities Department, and Mandy Trujillo, Procurement Specialist reviewed and analyzed the bids.

The committee respectfully requests the Wayne County Board of Commissioners approve the bid from Williams Paving Inc. We would like to enter into a one-time contract to complete the above-mentioned project. Paula Edwards has been able to secure a grant in the amount of \$111,000.00.

The bid tab is attached for your review.

RFP Parking Lot Paving Services on Aging

May 6, 2024 2pm

Vendor	All required docs	Experience	cost
Lanier	✓	30 yrs	168,900.00
RDU	✓	20 yrs	115,873.12
Williams Paving	✓	33 yrs	99,000.00
Daniels	✓	25 yrs	122,180.00
Barnhill	✓	75 yrs	115,209.00

Present for Opening:

Mandy Trujillo

Kendall Lee

Williams Paving Inc.

ESTIMATE
EST1753



P.O. Box 383
Bailey, NC, 27807
252-235-3586
www.williamspavingnc.com
williamspaving@williamspavingnc.com

DATE
May 2, 2024

TOTAL
USD \$99,000.00

TO

Peggy M. Seegars Senior Center (Attn: Mandy Trujillo)

Pricing Schedule
amanda.trujillo@waynegov.com

DESCRIPTION	RATE	QTY	AMOUNT
Milling: *	\$15,000.00	1	\$15,000.00
Hauling: *	\$10,000.00	1	\$10,000.00
Material: *	\$60,250.00	1	\$60,250.00
Labor: *	\$10,000.00	1	\$10,000.00
Striping: *	\$3,000.00	1	\$3,000.00
Equipment Mobilization *	\$750.00	1	\$750.00
SUBTOTAL			\$99,000.00
TAX (0%)			\$0.00
TOTAL			USD \$99,000.00



CUSTOMER REFERENCES

Please provide, at a minimum, three (3) references in which your company has provided document imaging/scanning and record destruction projects **within North Carolina**. Please use references of comparable projects and government entities.

Agency/Company Name:

TOWN OF GARNER

Street Address:

610 RAIN MILL RD

City, State and Zip Code:

GARNER, NC, 27529

Contact Name & Phone Number:

T.L. BRADLEY 919-501-8064

Date Service Provided:

11/29/23

Agency/Company Name:

TOWN OF NASHVILLE

Street Address:

499 S. BARNES ST, NASHVILLE NC 27856

City, State and Zip Code:

NASHVILLE, NC 27856

Contact Name and Phone Number:

RANDY LANSING 252-459-4511

Date Service Provided:

4/20/23

Agency/Company Name:

PLAZA ASSOCIATES INC.

Street Address:

2840 PLAZA PL STE 100

City, State and Zip Code:

RALEIGH, NC, 27612

Contact Name and Phone Number:

BOBBY MCLEN 919-291-1406

Date Service Provided:

9/5/23

BID FORM

Peggy M. Seegars Senior Center
2001 E Ash St, Goldsboro, NC 27530

I, (We), the undersigned, after reading and fully understanding the terms, conditions and Scope of work for the Request for Proposal

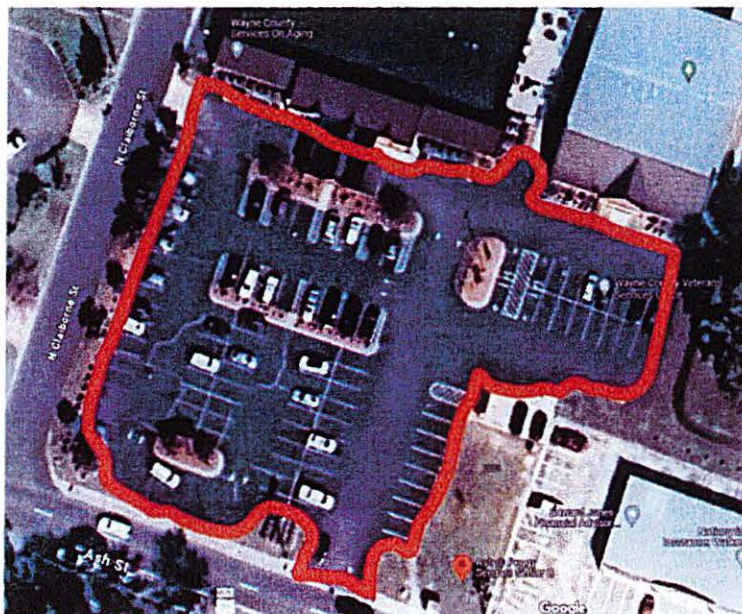
Area (Approximately 47,272 sq ft)

Scope of Work:

1. Mill off existing asphalt to a depth of 2.00 with milling machine and dispose of debris offsite. Provide a smooth transition with the adjoining asphalt drives and concrete curbing and sidewalks.
2. Base: a. Add additional aggregate to fill in any voids in the base. b. Grade base course evenly and compact to 100% c. Maintain a uniform surface on the base course until placement of asphalt surface is complete.
3. Asphalt Surfacing: a. Install two (2) inches of asphalt (recycled content may be used)
4. Marking: a. Contactor shall submit a layout for approval b. Include all standard parking stalls, ADA HC parking, and any other required markings per industry standards and codes. c. After laying out the lines, paint shall be applied with Kelly-Creswell Model C, airless striping machine or equivalent. d. Lines shall be straight and four (4) inches in width e. Paint shall meet Federal Specification TTP-1952B

Total of Bid

\$ 99,000



I hereby propose to furnish the goods and/or services specified in the RFP. I agree that my proposal will remain firm a period of up to 90 days to allow the County adequate time to evaluate the bids. I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent for Wayne County or any other person(s) interested in said proposal; and that the undersigned executed this Bid with full knowledge and understanding of the matters therein contained and was duly authorized to do so. It is distinctly understood that the Board of County Commissioners reserves the right to reject any or all proposals.

COMPANY NAME AND ADDRESS		
WILLIAMS PAVING INC. P.O. BOX 383 BAZLEY, NC		
PHONE:	CELL:	FAX:
919-980-0295		
PRINT NAME & TITLE OF PERSON SIGNING:		AUTHORIZED SIGNATURE:
Durwood Williams		Durwood Williams
EMAIL:		
williams paving @ williams paving nc. com		

Expiration Date

12/31/2024

License No.

86357

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Williams Paving, Inc.

Bailey, NC

is duly registered and entitled to practice

General Contracting

Limitation: Limited

Classification: Highway

until

December 31, 2024

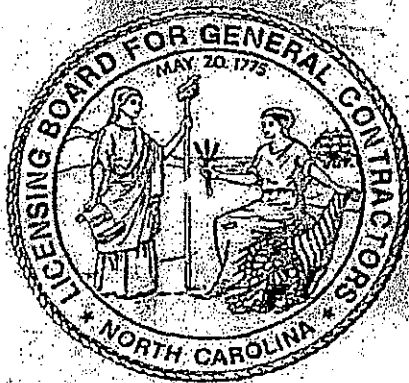
when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2024

This certificate may not be altered.



Kelvin H. Hines
Chairman

C. Frank Wiesner
Secretary-Treasurer

**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, WILLIAMS PAVING INC., 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.

Duwood Williams
Signature of Contractor's Authorized Official

Duwood Williams President
Name and Title of Contractor's Authorized Official

5-6-24
Date

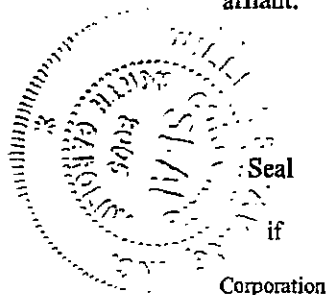
NON-COLLUSION AFFIDAVIT

State of North Carolina

County of Wayne

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

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



Durwood Williams
Signature

President
Title

Date: 5-6-24

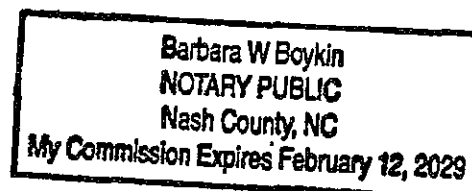
This form must be notarized

SUBSCRIBED AND SWORN TO BEFORE ME,

This 6 day of MAY, 2024

Notary Public Barbara W Boykin

My Commission Expires: 2/12/2029



PROPOSER'S CERTIFICATION FORM

To Whom It May Concern:

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company and that the company is ready, willing and able to perform the services if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same service; no officer employee or agent of the County of Wayne or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

It is distinctly understood that the County reserves the right to reject any or all proposals.

35-2253540

Federal Tax ID:

WILLIAMS PAVING INC.

Name of Firm

Durwood Williams President

Printed or Typed Name and Title

5-6-24

Date:

Durwood Williams

Authorized Signature

919-980-0295

Phone:

86357

NC Contractor License #

williams paving@williams paving nc.com

Email:

P.O. Box 383

Mailing Address

BAILEY, NC, 27807

City/State/Zip Code



(SEAL, if Corporation)

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.



Demond Wilkerson (Seal if
Signature
Title President
Date: 5-6-24

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
This 6 day of MAY, 2024
NOTARY PUBLIC Barbara W Boykin
My Commission Expires: 2/12/2029

Barbara W Boykin
NOTARY PUBLIC
Nash County, NC
My Commission Expires February 12, 2029

**CONTRACT FOR SERVICES
COUNTY OF WAYNE AND WILLIAMS PAVING, INC.**

This Contract for Services ("Contract") is made and entered into this the ____ day of May, 2024 between County of Wayne ("County"), a body politic and corporate organized under the State of North Carolina having a mailing address of PO Box 227, Goldsboro, NC 27533, and Williams Paving, Inc. having a mailing address of PO Box 383, Bailey, NC 27807 ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor – Contractor agrees to provide services ("Services") to fully, timely and properly complete Peggy M Seegars Senior Center Parking Lot repaving as more particularly described in the Scope of Work document attached hereto and incorporated herein by reference as (Exhibit A).
2. This Contract shall commence upon execution and remain in effect until all work described in Exhibit A is complete. Contractor must complete all work no later than June 23, 2024.
3. The Contractor shall begin work immediately upon issuance of a written notice to proceed. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with all Federal, State, and local laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.
4. Payment Obligations. County agrees to pay Contractor pursuant to the terms contained in the attached Compensation Schedule attached hereto and incorporated herein by reference as Compensation Schedule (Exhibit B).
5. Project Coordinator. Kendall Lee or his designee shall be the Project Coordinator for Wayne County. The Project Coordinator shall be Wayne County's representative in connection with the Contractor's performance under this Contract. Wayne County has complete discretion in replacing the Project Coordinator with another person of its choosing.
6. Contractor Supervisor. _____ is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract.
7. Terms and Methods of Payment. Wayne County will make payment after invoices are approved on a net 30-day basis. Wayne County will not pay for services or materials in advance without the prior approval of the Finance Officer.

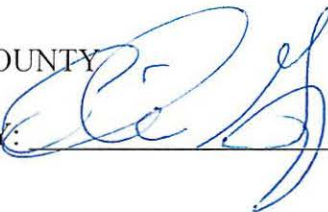
8. Additional Provisions. Contractor agrees to the terms contained in the Coronavirus State and Local Fiscal Recovery Funds Addendum as set forth as Exhibit C attached hereto and incorporated herein by reference.
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed and original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic PDF to the same and full extent as the originals.
10. Notices. Any notice of demand which any provision in this Contract is required or allowed to be given by either party to the other shall be deemed to have been sufficiently given for all purposes when made in writing and sent in the United States mail as certified or registered mail, return receipt requested, postage prepared and addressed as follows:

CONTRACTOR:
Williams Paving Inc.
PO Box 383
Bailey, NC 27807

COUNTY:
County of Wayne
PO Box 224
Goldsboro, NC 27533

IN WITNESS WHEREOF, WAYNE COUNTY and the Contractor have executed this Contract on the day and year first written above.

COUNTY

BY: 



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

BY: 
Finance Director

CONTRACTOR

BY: _____

EXHIBIT A

Scope of Work

Scope of Work:

1. Mill off existing asphalt to a depth of 2.00 with milling machine and dispose of debris offsite. Provide a smooth transition with the adjoining asphalt drives and concrete curbing and sidewalks.
2. Base: a. Add additional aggregate to fill in any voids in the base. b. Grade base course evenly and compact to 100% c. Maintain a uniform surface on the base course until placement of asphalt surface is complete.
3. Asphalt Surfacing: a. Install two (2) inches of asphalt (recycled content may be used)
4. Marking: a. Contactor shall submit a layout for approval b. Include all standard parking stalls, ADA HC parking, and any other required markings per industry standards and codes. c. After laying out the lines, paint shall be applied with Kelly-Creswell Model C, airless striping machine or equivalent. d. Lines shall be straight and four (4) inches in width e. Paint shall meet Federal Specification TTP-1952B

Project Coordinator and Contractor Supervisor shall coordinate a work schedule to insure minimal interruption in operations of Senior Center and Veterans Center during project.

All work must be completed by June 23, 2024.

EXHIBIT B

Milling	\$15,000.00
Hauling	\$10,000.00
Material	\$60,250.00
Labor	\$10,000.00
Striping	\$3,000.00
<u>Equipment Mobilization</u>	<u>\$750.00</u>
Total	\$99,000.00

EXHIBIT C

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “*Addendum*”) is entered into by and between Contractor Williams Paving, Inc. a domestic corporation organized under the laws of the State of North Carolina (“*Contractor*”), and Wayne County, a body politic and corporate organized under the laws of the state of North Carolina (“*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. Termination

- a) *For Convenience.* In addition to all of the other rights that County may have to cancel this Agreement, County shall have the further right, without assigning any reason therefore, to terminate any work under the Contract Documents, in whole or in part, at any time by providing thirty (30) days written notice to Contractor. If the Contract is terminated by County in accordance with this Paragraph, Contractor will be paid for Services provided up through the date of termination at the rates provided herein.
- b) *For Cause.* County may terminate this Contract, in whole or in part, upon for failure of the Contractor to perform any of the provisions hereof upon seven (7) days written notice. In addition to any other remedies available to Wayne County in law or equity in connection with an uncured breach of the Contract by Contractor, County may procure upon such terms as County shall deem appropriate, services substantially similar to those so terminated, in which case Contractor shall be liable to County for any excess costs for such similar supplies or services and any expenses incurred in connection therewith.

III. 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.

IV. *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.

V. *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.

VI. Rights to Inventions Made Under a Contract or Agreement

- a) 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.
- b) 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.
- c) 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.

- d) 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.
- e) 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.
- f) 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 Contract." 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."

VII. 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.

VIII. 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.

IX. 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.**

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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

XVIII. 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.

XIX. 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.

[Remainder of Page Intentionally Left Blank]

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

**North Carolina Department of Transportation
Division of Highways
Request for Addition to State Maintained Secondary Road System**

North Carolina

County: WWayne

Road Description: Hampshire Place Hampshire Subdivision

WHEREAS, the attached petition has been filed with the Board of County Commissioners of the County of Wayne requesting that the above described road, the location of which has been indicated in red on the attached map, be added to the Secondary Road System, and

WHEREAS, the Board of County Commissioners is of the opinion that the above described road should be added to the Secondary Road System, if the road meets minimum standards and criteria established by the Division of Highways of the Department of Transportation for the addition of roads to the System.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of the County of Wayne that the Division of Highways is hereby requested to review the above described road, and to take over the road for maintenance if it meets established standards and criteria.

CERTIFICATE

The foregoing resolution was duly adopted by the Board of Commissioners of the County of Wayne at a meeting on the 21st day of May, 2024.

WITNESS my hand and official seal this the 21st day of May, 2024.

Official Seal

Carol Bowden
Clerk, Board of Commissioners
County: WAYNE



PLEASE NOTE:

Forward direct with request to the Division Engineer, Division of Highways

Carol Bowden

From: Overman, Christopher B <cboverman@ncdot.gov>
Sent: Monday, May 13, 2024 9:46 AM
To: Carol Bowden; Berry Gray
Subject: [External] - Hampshire Place
Attachments: request SR2.pdf

Request SR2 for road addition of Hampshire Place.

Chris Overman
Division 4 – District 3- Johnston and Wayne Counties
District Engineers Office
919-739-5300

67 JR Road , Suite 700
Selma, NC 27576

PLEASE NOTE OUR NEW ADDRESS

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

CAUTION

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

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



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

May 10, 2024

J.R. "JOEY" HOPKINS
SECRETARY

Board of Commissioners
Wayne County
PO Box 227
Goldsboro, NC 27533

SUBJECT: Hampshire Place
Wayne County
Great Swamp Township

Dear Commissioners:

We have been petitioned to add the following roads in the subject subdivision to the State Maintenance System:

Hampshire Place

The petition is attached along with a copy of our Investigation Report and a vicinity map showing the location of the roads. If you concur with the petitioners recommendation, please return the petition along with Form SR-2 for our further handling. This is **not** to be mistaken as final acceptance onto the State Maintenance System.

If you have any questions or need additional assistance, please contact Chris Overman or myself at 919-739-5300.

Sincerely,

DocuSigned by:
A handwritten signature in cursive script that reads "Jennifer Collins".
F47E03DD04B84F2...

Jennifer K. Collins
District Engineer

JKC/cbo

Attachments

cc: Subdivision File
ec: Berry Gray – Wayne County Planning Director

Date Petition Received by NCDOT: 10/16/2023

**North Carolina Department of Transportation
Division of Highways
Petition for Road Addition**

ROADWAY INFORMATION: (Please Print/Type)

County: Wayne Road Name: Hampshire Place
(Please list additional street names and lengths on the back of this form.)

Subdivision Name: Hampshire Length (miles): .11 miles

Number of occupied homes having street frontage: 13 Located (miles): .1 mile

miles N ☒ S ☐ E ☐ W ☐ of the intersection of Route Old Kenly Rd and Route Boyette Pond Road
(Check one) (SR, NC, US) (SR, NC, US)

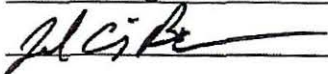
We, the undersigned, being property owners and/or developers of Hampshire in
Wayne County, do hereby request the Division of Highways to add the above described road.

CONTACT PERSON: Name and Address of First Petitioner. (Please Print/Type)

Name and Signature: Craig Barbour  Phone Number: 919-921-1258

Street Address: 120 North Chase Dr, Fremont NC 27830

Mailing Address: 120 North Chase Dr, Fremont NC 27830

PROPERTY OWNERSPrinted Name and SignatureMailing AddressTelephoneJoel Craig Barbour120 North Chase Dr, Fremont NC 27830919-921-1258

INSTRUCTIONS FOR COMPLETING PETITION:

- 1. Complete Information Section
- 2. Identify Contact Person (This person serves as spokesperson for petitioner(s)).
- 3. Attach two (2) copies of recorded subdivision plat or property deeds, which refer to candidate road.
- 4. Adjoining property owners and/or the developer may submit a petition. Subdivision roads with prior NCDOT review and approval only require the developer's signature.
- 5. If submitted by the developer, encroachment agreements from all utilities located within the right of way shall be submitted with the petition for Road addition. However, construction plans may not be required at this time.
- 6. Submit to District Engineer's Office.

FOR NCDOT USE ONLY:

Date Petition Received by NCDOT: 10/16/2023

Please check the appropriate block:

☐ Rural Road ☐ Subdivision platted prior to October 1, 1975 ☒ Subdivision platted after September 30, 1975

REQUIREMENTS FOR ADDITION

If this road meets the requirements necessary for addition, we agree to grant the Department of Transportation a right-of-way of the necessary width to construct the road to the minimum construction standards of the NCDOT. The right-of-way will extend the entire length of the road that is requested to be added to the state maintained system and will include the necessary areas outside of the right-of-way for cut and fill slopes and drainage. Also, we agree to dedicate additional right-of-way at intersections for sight distance and design purposes and execute said right-of-way agreement forms that will be submitted to us by representatives of the NCDOT. The right-of-way shall be cleared at no expense to the NCDOT, which includes the removal of utilities, fences, other obstructions, etc.

General Statute 136-102.6 states that any subdivision recorded on or after October 1, 1975, must be built in accordance with NCDOT standards in order to be eligible for addition to the State Road System.

<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>	<u>ROAD NAME</u>	<u>HOMES</u>	<u>LENGTH</u>

NORTH CAROLINA STATE DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
SECONDARY ROAD ADDITION INVESTIGATION REPORT

County <u>Wayne</u>	Co. File No. _____	Date <u>May 10, 2024</u>	
Township <u>Great Swamp</u>	Div. File No. _____		

Local Name <u>Hampshire Place</u>	Subdivision Name <u>Hampshire Place</u>		
Length <u>0.11 mi.</u>	Width <u>20 ft</u>	Surface Type <u>S9.5B</u>	Pavement Condition <u>Good</u>
Surface Thickness <u>2 inches</u>	Base Type <u>STBC</u>	Base Thickness <u>9 inches</u>	

* Retaining Walls Within Right of Way

* Bridges Yes ___ No X * Pipe > 48" Yes ___ No X Yes ___ No X

*** If Yes - Include Bridge Maintenance Investigation Report**

Is this a subdivision street subject to the construction requirements for such streets Yes

Recording Date September 23, 2021 Book P Page 48 B

Number of homes having entrances into road 13

Other uses having entrances into road 0

If right-of-way is below the desired width, give reasons

Right-of-Way Width 50ft

Is petition (SR-1) attached? Yes

Is the County Commissioners Approval (SR-2) attached? _____

If not, why? _____

Is a map attached indicating information for reference in locating road by the Planning Department? Yes

Cost to place in acceptable maintenance condition: Total Cost \$ 0.00

Grade, drain, stabilize \$ 0.00, Drainage \$ 0.00, Other \$ 0.00

Remarks and Recommendations Add to State System

DocuSigned by:

Submitted By Jennifer Collins

DISTRICT ENGINEER

Reviewed and Approved _____

DIVISION ENGINEER

Reviewed and Approved _____

BOARD OF TRANSPORTATION MEMBER _____

(Do not write in this space - For use by Secondary Roads Unit) Petition No. _____ (Do not write in this space - For use of Planning Dept.)	
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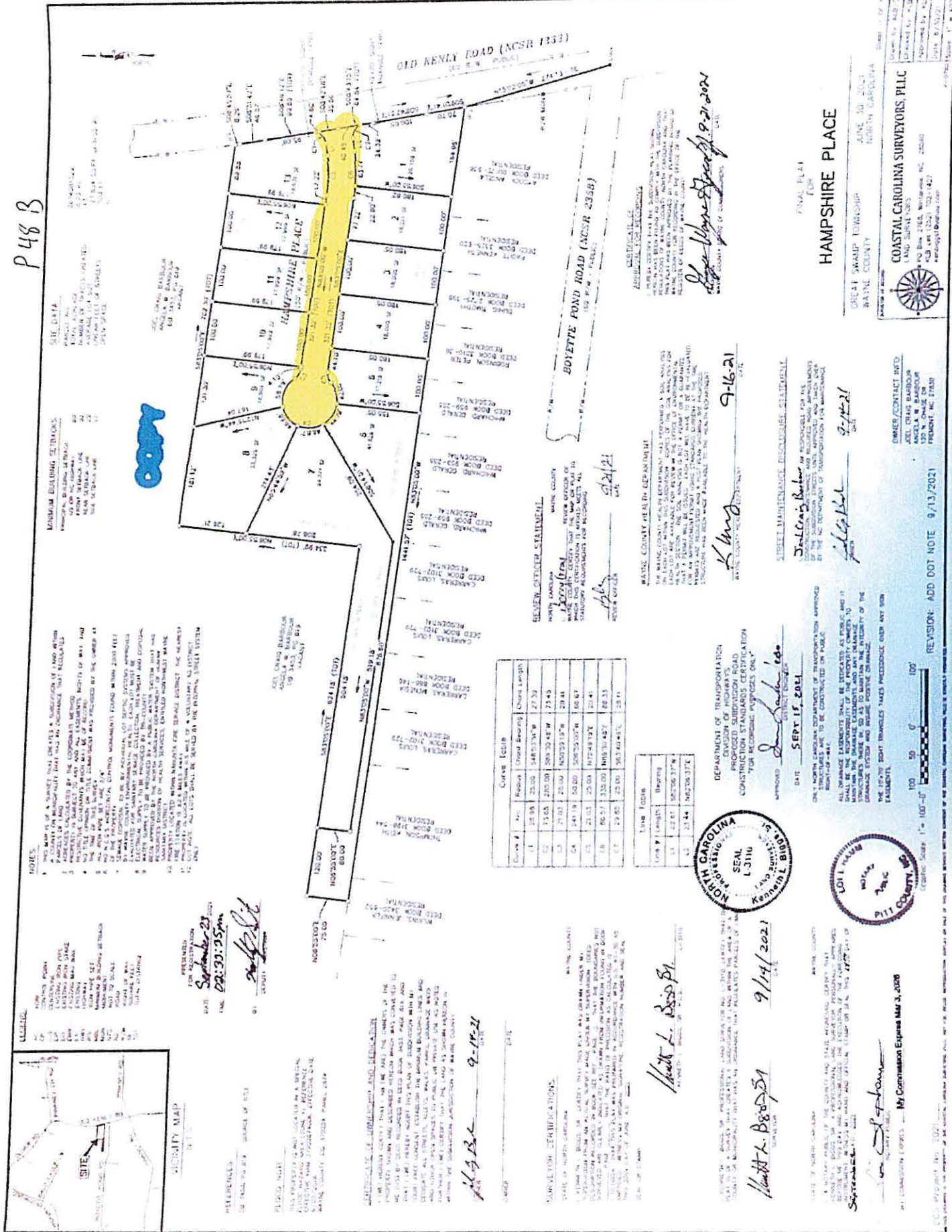
Wayne County – Vicinity Map Petition for Road Addition

The main entrance at the intersection of Hampshire Place and SR 1333 is 0.10 mile North of intersection of SR 1333 and SR 1394.

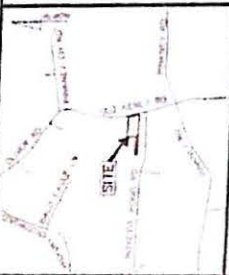
1. Hampshire Place 0.11 mi

- Unpaved SR
- Paved SR
- Proposed SR Addition





P48 B



PLANNING NOTE
THIS PROPERTY IS LOCATED IN A SUBDIVISION OF LAND WITHIN A COUNTY OF NORTH CAROLINA THAT HAS A SUBDIVISION MAP THAT IS ON FILE WITH THE COUNTY CLERK'S OFFICE. THE SUBDIVISION MAP IS FILED UNDER THE NAME OF THE SUBDIVISION AND THE PROJECT IS LOCATED WITHIN THE SUBDIVISION. THE PROJECT IS LOCATED WITHIN THE SUBDIVISION AND THE PROJECT IS LOCATED WITHIN THE SUBDIVISION.

PREPARED FOR
DATE: September 23, 2021
TIME: 02:30:35pm

BY: [Signature]
TITLE: [Title]

STATE OF NORTH CAROLINA
COUNTY OF WAYNE
TOWNSHIP OF GREAT SWAMP
SECTION 16, T4N, R10E, E1/4, 1/4

DATE: 9-16-21

BY: [Signature]

TITLE: [Title]

REVIEWER'S STATEMENT
I, [Name], being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in my possession and control.

DATE: 9/16/21

BY: [Signature]

TITLE: [Title]

DATE: 9-16-21

BY: [Signature]

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Manager's Recommended Budget FY 24-25

Walter B. Crumpler III

County Manager

May 21, 2024



WAYNECOUNTY
NORTH CAROLINA

Budget Assumptions

- Budget total for General Fund: \$226,409,927
 - Budget including all funds: \$257,444,344
- Proposed Tax Rate: – Increase of 2.5 cents
- Tax rate: \$0.7675 per \$100 dollar valuation
- Assumes growth of 1.8% from last year in ad valorem tax collections
- Projection of 4.75% increase in registered motor vehicle tax collections
- 10% increase in sewer fees
- Reviewing all departmental salaries on a 3-year rotation. FY24-25 represents the second budget year rotation schedule
- 3.0% increase in the County's portion of medical insurance premiums with no plan changes
- Assumes premiums in Workers Compensation Fund will remain at \$696 per person/per year

Budget Assumptions

- Appropriating \$4.6 million from General Fund unassigned Fund Balance to balance the proposed budget
- Appropriation provides:
 - Funding for capital improvement projects totaling \$3.6 million
 - COLAs and salary study increases
 - A balancing procedure using a portion of planned lapsed salaries for the year
- The NC General Assembly's 2021 Session established Public School Building Repair and Renovation Fund (PSBRRF) to help counties address public school building repair and renovation needs. Lottery revenue is distributed approximately four times each year, and the amount distributed in the County account to date is \$1,117,403
- Increased support of schools in general operating budget (current expense) by \$987,665.
- \$116,355 increase to School Resource Officer budget not otherwise covered by State grant funds.

Capital Improvements Plan

- We have prepared an updated Capital Improvement Plan, which proposes the capital outlay needs for the County over the next five years
- First year contains capital items in the FY 2024/25 Budget
- Approximately \$3.6 million from unassigned fund balance
- Davenport presented this information during the May 7th, 2024, Board of Commissioners regular meeting

Fee Increases/ Fire Tax Increases

- Proposed new revenue increases for the following services:

- Sewer system fees
- CAD user fees
- Library: Makerspace fees
- Planning/GIS fees
- Farmers Market fees
- Solid Waste tipping fees

- Six requested increases in VFD fire tax rates:

- Rosewood: \$.0552 to \$.070
- Indian Springs: \$.060 to \$.080
- Seven Springs: \$.040 to \$.065
- Mar-Mac: \$.060 to \$.080
- Nahunta: \$.070 to \$.080
- New Hope: \$.075 to \$.080

Surrounding Counties Tax Rate 23/24

- Wilson - .73
- Johnston - .69
- Lenoir - .845
- Greene - .786
- Duplin - .735
- Sampson - .825

County Employees

- **3%** increase in County paid portion of employee Health Insurance with NO plan changes - \$287,000
- **1.04% MANDATED** increase in Local Government Retirement Employer contribution from **12.61% to 13.65%**
 - 2024/25 Retirement projected increase of \$539,120 over the prior year
- Law Enforcement Retirement **MANDATED** increase from **14.04% to 15.04%**
 - 2024/25 LEO retirement projected increase of \$179,152 over the prior year
- Sheriff's Office Plan A funding, with fringes, ½ year - \$162,000

Position Changes

- Six (6) new FTE positions
 - **EMS:** Shift Supervisor
 - **Human Resources:** Wellness Nurse-replacing UNC Wayne Contract with savings of \$18,000/year
 - **Tax: Appraiser** (PT to FT)
 - **DSS:** 3 Full-time positions
 - Income Maintenance Caseworker II (2)
 - Income Maintenance Supervisor (1)
- Reduction of sixteen (16) Wayne County Detention Center positions. This reduction results from opening a new, more efficiently staffed facility.

Salary (with fringes)

- **Employee Salary Increases/New Positions/Fringes**

• General Fund	\$1,192,473(1/2 year)
• EMS	\$84,087
• Human Resources	\$135,010
• DSS	\$237,607 (reimbursed between 50%-75%)
• Tax	\$46,338
• Pay Study ½ year	\$399,586
• <u>COLA</u>	<u>\$647,063</u>
• TOTAL -	\$2,742,164

Major Expenditure Changes From Current 2023/24 Budget

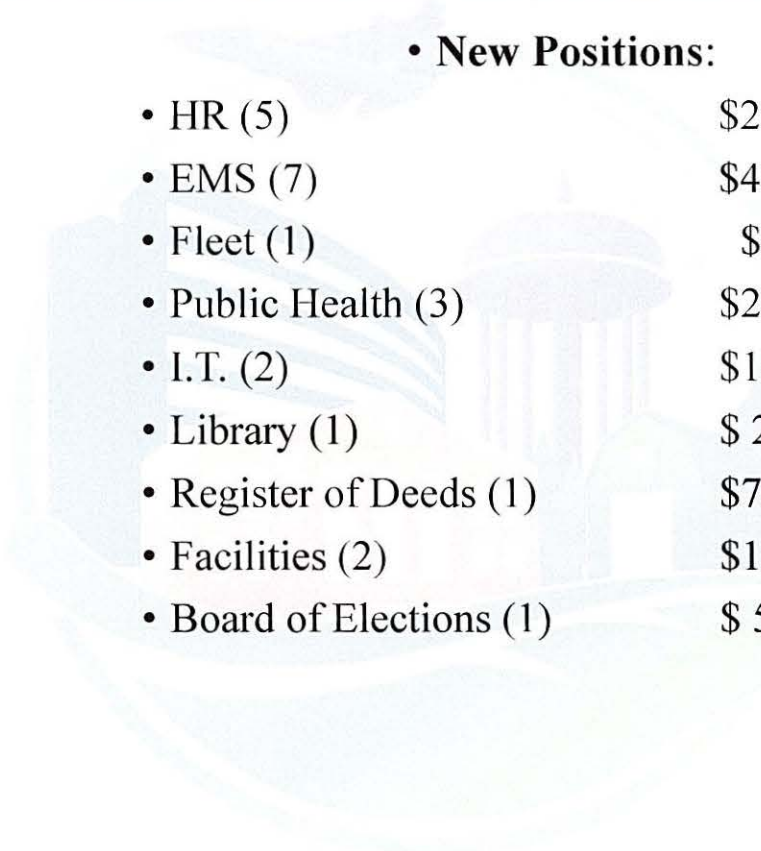
- Increased Wayne Community College transfer for current expense by \$200,000
- Proposed transition of Sewer fund from enterprise to general fund
- Slight decrease in debt service payments based on re-payment schedule as presented by Davenport
- EMS voluntary subscription plan allowing permanent residents of Wayne County Households to receive relief of any direct costs of EMS service not paid by insurance. Coverage begins following receipt of payment and ends June 30.

ARPA Projects

- **American Rescue Plan Act(ARPA) Funds uses for ALLOWABLE Capital from CIP Needs:**
 - - X-Series Advance Monitors/Defibs (12) - \$503,752
 - Automated External Defibrillator (AED)(20) - \$37,379
 - Lucas Chest Compression (16) - \$282,772
 - EMS Station 8-Dudley Generator - \$10,185
 - EMS Station 5 and 8 Asphalt - \$55,600
 - EMS Station (All) Floor Epoxy - \$70,000
 - 911 Pulsepoint - \$25,860
 - Jetport Stormwater Project - \$919,000
 - Ambulance replacement - \$206,250
- Wayne County received \$10 million in Revenue Loss funds and \$13,916,753 in Non-Revenue Loss funds
- **All \$23,916,753 in funding has been allocated to eligible projects** ahead of the December 31, 2024, deadline
- Funds are required to be spent by December 2026

Items that did not make the budget

• New Positions:



• HR (5)	\$218,684
• EMS (7)	\$421,689
• Fleet (1)	\$92,418
• Public Health (3)	\$205,814
• I.T. (2)	\$147,611
• Library (1)	\$ 26,589
• Register of Deeds (1)	\$70,877
• Facilities (2)	\$126,207
• Board of Elections (1)	\$ 58,203

• Other Requests:

• Stipend/Uniform Increases	\$55,387
• All salary increases outside of study	\$819,482.00

Next Steps

- Copies of proposed budget will be filed in the County Clerks office today
- Public Hearing on Proposed Budget will be scheduled for June 4, 2024
- Budget Adoption – by June 30, 2024
- Work session scheduled following regular Board of Commissioners meeting today

FINAL BUDGET NEEDS TO BE APPROVED ANYTIME BEFORE JULY 1, 2024

Questions?

- It takes a lot to run a County! \$ 257,447,344 total budget
- Thanks to Department Heads and Finance Staff for getting us to this point.

**NOTICE
FILING OF BUDGET ESTIMATE AND PUBLIC HEARING**

Notice is hereby given the County Manager's proposed budget for Wayne County for the fiscal year beginning July 1, 2024, was presented to the Wayne County Board of Commissioners on May 21, 2024, and a copy thereof is on file for public inspection in the office of the Clerk to the Board in Room 470 in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina. The budget is also available on the county website at www.waynegov.com.

Notice is hereby given the Wayne County Board of Commissioners will hold a public hearing at 9:30 a.m. on Tuesday, June 4, 2024, in the Commissioners' Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut Street, Goldsboro, North Carolina, at which time all citizens have a right to appear and give oral or written comments pertaining thereto. The Public may view the hearing on www.waynegov.com.

Written comments may be made to the Clerk to the Wayne County Board of Commissioners before the public hearing. The Clerk will make those written comments available to all members of the Wayne County Board of Commissioners prior to the Wayne County Board of Commissioners' vote on the budget.

WAYNE COUNTY BOARD OF COMMISSIONERS

Carol Bowden, Clerk to the Board

P.O. Box 227

Goldsboro, NC 27533-0227

carol.bowden@waynegov.com

May 21, 2024

Publish Date May 23, and 25, 2024



Seven Springs Community Volunteer Fire Department

Allen M. Price
Fire Chief

Cale Grady
Board President

Wayne County Emergency Services
1520 Clingman Street
Goldsboro, NC 27530

Request for Tax Increase

The Board of Directors of the Seven Springs Community Volunteer Fire Department has voted to propose an adjustment in the Seven Springs Community Volunteer Fire Department Tax District. The suggested increase aims to elevate the current rate from 0.04 to 0.065, with the planned implementation scheduled for the 2024-2025 fiscal year. It is important to note that this request stems from extensive deliberations, thoughtful considerations, and thorough debate within the Board.

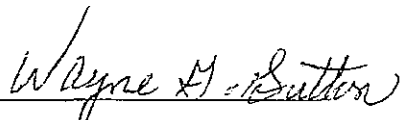
The Seven Springs VFD holds a pivotal role in ensuring the safety and well-being of the residents in our area. Our volunteer firefighters have consistently demonstrated commitment and bravery over the years in safeguarding lives and properties. However, it has become increasingly apparent that the current funding levels may not adequately address the growing needs and challenges faced by our department.

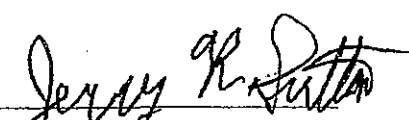
We firmly believe that an increase in the fire tax rate to 0.065 is essential to maintaining and enhancing the capabilities of the Seven Springs VFD. This additional funding would support the acquisition of modern equipment, ongoing training for our dedicated personnel, and the maintenance of efficient response times.

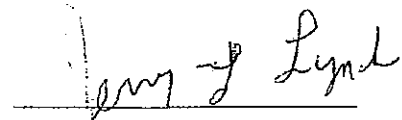
As you are aware, the demands on our volunteer fire department are diverse and continually evolving. A higher level of financial support will not only enable us to effectively meet these demands but also enhance the overall safety and security of our community.

We kindly request your office's assistance in presenting this proposal to the Board of County Commissioners for their approval. We would be more than willing to meet with your office to address any questions or concerns.

Thank you for your time, understanding, and commitment to the well-being of the residents of Wayne County.


Wayne G. Sutton
Fire Commissioner


Jerry R. Sutton
Fire Commissioner


Jerry Lynch
Fire Commissioner

Allen M Price
Fire Chief
919-223-0940
Price8362@gmail.com





Seven Springs

As we continue to uphold our commitment to ensuring the safety and well-being of our community, I am pleased to present our Capital Improvement Plan (CIP) for the Seven Springs Volunteer Fire Department. This plan outlines essential initiatives aimed at enhancing our operational capabilities and infrastructure to better serve our constituents.

1. **Replacing First Line Engine:** Our foremost priority is the replacement of our aging first-line engine. As the backbone of our firefighting fleet, this engine is vital for responding swiftly and effectively to emergencies. The current unit has served us admirably, but its age and increasing maintenance costs necessitate immediate replacement to maintain operational readiness and ensure the safety of our firefighters and community members.
2. **Building Maintenance:** Our facilities serve as the operational hub for our firefighters and administrative staff. To uphold optimal working conditions and prolong the longevity of our buildings, we propose allocating funds for essential maintenance and repairs. This includes but is not limited to HVAC system upgrades, electrical enhancements, and structural renovations.
3. **Training Grounds Enhancement:** Training is the cornerstone of preparedness in our profession. To provide our personnel with the most realistic and effective training scenarios, we aim to enhance our training grounds. This involves the development of simulated environments that mimic real-life emergency situations, allowing our firefighters to hone their skills in a controlled setting. Additionally, we seek to invest in training equipment and technology to ensure that our team remains at the forefront of firefighting practices.
4. **Medium Rescue Acquisition:** Recognizing the evolving nature of emergency response, we propose the acquisition of medium rescue equipment. This specialized equipment will enable us to expand our capabilities in handling a diverse range of emergencies, including vehicle extrications, technical rescues, and hazardous material incidents. By investing in these resources, we enhance our capacity to mitigate risks and protect the lives and property of those we serve.

In conclusion, the implementation of these capital improvement initiatives is essential for maintaining the high standard of service that the Seven Springs Community Volunteer Fire Department is known for. We are committed to working closely with stakeholders and community members to secure the necessary funding and support for these critical projects.

Thank you for your attention to this matter. We look forward to your favorable consideration and partnership in realizing our vision for a safer and more resilient community.

Sincerely,

Allen M. Price
Fire Chief

Rate Increase Memo

To Whom It May Concern:

April 10, 2024

The purpose of this letter is to describe the current financial status of the New Hope Volunteer Fire Department and its related budgetary condition. In the past decade, NHFD has operated fiscally responsible while making tough decisions to maintain a cash flow-positive operation while eliminating our debt. Today, we operate in a cash flow-positive manner regarding operating expenses. However, concerning our capital improvement plan, we have a significant deficit in the coming years. We are in a building that we have outgrown and desperately need administrative, training, and apparatus/ equipment storage space. When you look at our Capital Improvement Plan, we can currently handle the apparatus and equipment purchases but can not handle the upcoming facilities requirements. We are requesting a tax rate increase in order to assist us in tackling this major problem that is staring us in the face. With the growth of the housing industry in our district, coupled with an increase in tax revenue, we can start making progress on the future budget deficit. While the facility needs are immediate. We are beginning the planning process now and reasonably expect a 24- 36 month project. The current rate of 7.5 cents is requested to be increased to what we understand to be the Wayne County maximum of 8 cents. While this amount is not sufficient to completely cover the full budgetary demands of the department going forward , it is a starting point. The requested increase would result in approximately \$18,000 of additional tax revenue for the organization.

The board of directors struggled to make this decision as we strive to provide emergency services at the most affordable rates possible, however, the increase in real property values is not keeping pace with the cost of apparatus, equipment and facilities.

Sincerely,



JoAnn Summerlin

Chairman of the Fire Commissioners

New Hope Volunteer Fire Department of Wayne County, Inc



Darryl Carlyle

Chairman of the Board

New Hope Volunteer Fire Department of Wayne County, Inc

NEW

Capital Improvement Plan			
24/25			
Expenditure	Purpose	Cost	Funding Source
Shipping Containers	To be able to train with realist simulations	\$15,000.00	NEVFD Operating Budget
	Total		
25/26			
Expenditure	Purpose	Cost	Funding Source
Extrication Equipment	Replace older extrication equipment	\$65,000.00	DOI Grant/Fire tax
	Total	\$65,000.00	
26/27			
Expenditure	Purpose	Cost	Funding Source
New Tanker	Repalce Old Tanker	\$225,000.00	DOI Grant/ Fire Tax
	Total	\$225,000.00	
27/28			
Expenditure	Purpose	Cost	Funding Source
New Utility Truck	Repalce Old Utility Truck	\$175,000.00	DOI Grant/Fire Tax
	Total	\$175,000.00	
28/29			
Expenditure	Purpose	Cost	Funding Source
Building Improvements	To ensure that our buildings are kept in good condition	\$50,000.00	DOI Grant/Fire Tax
	Total	\$50,000.00	
	Total	\$550,000.00	

New Hope Fire Department Capital Improvement Plan

Description	Year	1	2	3	4	5	6	7	8	9	10	Total
Station / Land		100,000.00	-	2,000,000.00	-	-	-	-	-	-	-	\$ 2,100,000.00
Radios		-	-	-	-	-	-	-	-	-	-	\$ -
QRV		-	-	-	-	-	-	-	-	-	-	\$ -
Engine		-	-	-	-	-	700,000.00	-	-	-	-	\$ 700,000.00
SCBA		-	-	-	-	-	-	100,000.00	-	-	-	\$ 100,000.00
Credit		-	-	-	-	-	-	-	-	-	-	\$ -
Total		100,000.00	-	2,000,000.00	-	-	700,000.00	100,000.00	-	-	-	\$ 2,900,000.00
Application		(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	(150,000.00)	\$ (1,500,000.00)
Shortfall												\$ 1,400,000.00

Apparatus Lineup	DOM	Age(years)
Tanker 1	2023	1
Engine 1	2009	15
Squad 2	2007	17
Engine 4	2000	24
Rescue 1	1998	28
Engine 2	1993	31
Engine 3	1988	36
Tanker	1987	37
Brush 1	1976	48



Nahunta Volunteer Fire Department, Inc.

P.O. Box 5
Pikeville, NC 27863

April 1, 2024

To: Wayne County Finance Department

Re: Requesting tax rate increase for FY 2024-2025

The Board of Directors and Fire Tax Commissioners of the Nahunta Volunteer Fire Department would like to submit the attached budget request for FY 2024-2025.

We are also **requesting a tax rate increase** for FY 2024-2025. Our current tax rate is **0.0700**. We are requesting our tax rate be increased to **0.0800**.

We anticipate the following impacts on our budget in the coming FY:

- Loss of Johnston County tax revenue due to our current Johnston County District contract not being renewed. Our understanding is that Princeton Fire Department (located in Johnston County) will be taking over the district in Johnston County we have served in the past.
- We are currently in the process of planning a merger with Polly Watson Volunteer Fire Department, Inc., that will result in Nahunta Volunteer Fire Department, Inc. being the surviving entity. We expect completion of this merger no later than the second quarter of FY 2024-2025. We anticipate significant expense increases not entirely reflected in our budget request to provide the level of service in that area as we provide in our current service district.
- Inflation costs in goods and services.

If there are any questions regarding our increase request, please do not hesitate to contact Johnnie Howard at 919-222-6708.

We thank you for your help and support as we strive to provide the best possible service to the citizens of our community and county while being financially responsible with the funds we are provided to work with.

Respectfully Submitted,

Johnnie D. Howard, Jr.
Chairman of the Board
Nahunta Volunteer Fire Department



Nahunta Volunteer Fire Department, Inc.

P.O. Box 5
Pikeville, NC 27863

April 1, 2024

Proposed Capital Improvement Plan

FY 2024-2025:

1. Make necessary repairs to building and equipment from planned merger with Polly Watson. Cost unknown at this time but expected to be significant.
2. Purchase 15 sets of turnout gear with state grant applied for.
3. Set aside funds (approximately \$40,000 - \$50,000) for fire truck replacement.

FY 2025-2026:

1. Planning/site evaluation/demolition of old building/site preparation for training-storage building.
2. Replace 3-4 sets of turn out gear/apply for state grant.
3. Set aside funds (approximately \$40,000 - \$50,000) for fire truck replacement.

FY 2026-2027:

1. Construction of training-storage building on previously prepared site.
2. Replace 3-4 sets of turn out gear/apply for state grant.
3. Set aside funds (approximately \$40,000 - \$50,000) for fire truck replacement.

FY 2027-2028:

1. Replace fire truck(s). Major expense use funds set aside for down payment and obtain long term financing. Anticipate \$300,000+ set aside as down payment.
2. Replace 3-4 sets of turn out gear/apply for state grant.

FY 2028-2029:

1. Renovation and major maintenance of existing fire station building.
2. Replace 3-4 sets of turn out gear/apply for state grant.



Mar-Mac Volunteer Fire Department, Inc

583 Old Grantham Road
Goldsboro, NC 27530
919-735-1134

To The Wayne County Board of Commissioners,

We are requesting a service tax increase for Mar-Mac Fire District. Our current rate is .06 percent, and we are requesting an increase to .08 percent. Our fire district service tax has not been changed for at least 25 years. We are a growing district, but our valorem & vehicle tax income has dropped nearly \$55,000.00 in the past two budget cycles. We have plans to replace one of our pickup trucks which is 19 years old by the end of this year. This unit is used to pull our Arr-Mac Water Response equipment and will cost somewhere around \$100,000.00 to replace. We are also planning to replace our Rescue 15 which is now 24 years old. The replacement cost of this unit with some new equipment is projected to be around \$1,800,000.00. Once ordered it will take 36 to 48 months to deliver this unit. We also have 14 paid firefighter positions at our station. We are currently 2 short on staffing. This is due to hourly pay. We lost 2 paid staff at the end of last year due to finding higher paying positions at other businesses. These are just some of the financial reasons for the request for this increase.

We are the busiest volunteer station in the county. We offer fire suppression, medical first responders, medium rescue services, swift water rescue services, ATV rescue services and land search services. Our call volume has increased greatly in the past ten years. Ten years ago, we were responding to 400 to 500 calls a year. We are now responding to 800 to 900 calls a year. Based on the volume of calls during the first quarter, it shows we are on track to respond to 900 to 1,000 calls for the year 2024. Along with our normal response, we also enjoy hosting the Wayne County Fair and events at Busco Beach ATV Park which have their own impacts on our operating budget. Our volunteers and paid staff stay busy and work hard to cover these calls and events. With this increase we want to ensure that they have the proper equipment and daytime staffing to continue our high level of service.

Sincerely,

A handwritten signature in black ink, appearing to read "Allen Antiquina".

President Allen Antiquina

A handwritten signature in black ink, appearing to read "Tommy Baker".

Chief Tommy Baker



Mar-Mac Volunteer Fire Department, Inc
583 Old Grantham Road
Goldsboro, NC 27530
919-735-1134

5 YEAR STRATEGIC PLAN

YEAR	COST
2024 — Replace Truck 15	\$100,000.00
2025 — Replace Rescue 15 & Equipment	\$1,800,000.00
2026 - Replace SCBA Packs/Bottles/Masks	\$200,00.00
2027 — Replace Engine 6 (Engine 9)	\$1,200,000.00
2028 — Training Ground Improvements	\$120,000.00



ROSEWOOD VOL. FIRE DEPARTMENT

888 ROSEWOOD RD GOLDSBORO, NC 27530 - P.O. BOX 1553 GOLDSBORO, NC 27533 -
EMAIL: rosewoodvfd@gmail.com Phone - 919-735-5066

March 25, 2024

RE: Tax Rate Increase for Rosewood Volunteer Fire Department

Wayne County – Board of Commissioners

Dear Commissioners,

The Rosewood Volunteer Fire Department (RVFD) formally requests a tax rate increase from our current rate of 5.52% to 7.0% for the upcoming fiscal year.

The reason for the request comes from the current growth and anticipated growth in our district. The area located around the 70 Bypass and NC 581 is growing rapidly. With this growth the department has discussed in depth a need for more equipment closer to this area. RVFD has concluded that to complete this task a new tanker and a substation on the northern side of our district is needed.

With this increase, RVFD will purchase property on the northern side of our district, purchase a new tanker and build a modest 2 bay substation. RVFD currently operates with two (2) engines and one (1) tanker. With the purchase of a new tanker and a substation, we will be able to operate one engine and one tanker out of two stations to provide quicker and more efficient protection for the citizens of our community. Also, with this increase we will also attempt to provide daytime staffing at both stations, for quicker daytime response. This location for a substation will also assist RVFD with providing quicker responses towards our automatic aid department Little River. Currently RVFD must compete with four stoplights going towards Little River's district. With the purposed location RVFD will have zero going towards Little Rivers district. The increase will also help cover the rise in costs due to the current inflation and rising cost to operate. Which includes updating equipment and gear to provide all our members the best technology offers and our community the most efficient department that we can.

We believe that the Rosewood community and surrounding communities would greatly benefit from these purposed plans to purchase a new tanker and a substation. But to achieve these plans and to pay these notes off in a timely manner the RVFD sees the need for this tax rate increase. We truly believe that the members of our community would greatly appreciate your approval of this increase.

See attached budget report for a breakdown of where the new funds will be used.

Board of Directors, Chairman

Board of Directors, Presidents

Fire Chief

Fire Commissioner

JOEL WADDELL

Fire Commissioner

Fire Commissioner

Rosewood Volunteer Fire Department 5 Year Capital Spending Plan FY 2024-25

The Rosewood Volunteer Fire Department is committed to providing the best fire protection to the citizens within our district as well as any place needed within the county. We intend to do this with the safety of our firefighters as well as the citizens by maintaining our vehicles and equipment with the best technology that we can afford.

The department's long-term planning committee has placed the five items listed below as areas that need strategic planning along with capital outlay. We are committed to working towards these goals and placing funds into dedicated line items so that when the time comes to make purchases for these items, the department will not have to incur finance and bank fees.

TRUCKS

Planning:

Replace trucks within a minimum time of 20 years of service. This depends on the use and dependability along with the safety and function of each unit.

Current:

2020 KME Pumper (Anticipated replacement year of 2040)

2018 KME Pumper (Anticipated replacement year of 2038)

2015 KME Rescue Truck (Anticipated replacement year of 2035, or later if this unit is still functioning as the department needs it too)

2004 Ford F-450 Brush Truck (Will be replaced when it begins to be unsafe and doesn't meet the needs of the department.)

1992 E-One Tanker (Will be replaced when it begins to be unsafe and doesn't meet the needs of the department.)

Goal:

Purchase a new Tanker to add to our Fleet of emergency vehicles and reduce the amount of financing and bank fees that are needed by placing a large down payment on this tanker. We will also continue placing \$15,000 dollars into a Capital Truck Fund. The departments' goal is to have a minimum \$100,000 down payment on all vehicle purchases to limit the number of financed monies to a minimum and fully pay these units off within a 10-year term.

Mobile & Portable Radios

Planning:

Continue placing money into a Radio replacement fund to keep up with system updates and replacement of older radios.

Current:

Portable radios were upgraded in 2018. Mobile radios were upgraded at the beginning of 2022.

Rosewood Volunteer Fire Department 5 Year Capital Spending Plan FY 2024-25

Goal:

Place \$8,000 into the Radio Replacement Capital Fund. This money will also be used for any maintenance /repairs that are required for the radios.

Building Maintenance/Replacement and Safety Issues

Planning:

Our original station being almost 50 years old we plan to continue placing money into a Capital Building fund to begin construction of a new station on the property across from our current station. The land is currently owned by the Rosewood Volunteer Fire Department. We also plan to purchase land on the north side of our district and begin construction of a 2-bay substation on that piece of land.

Current:

Our station was originally built in 1976 with 3 bays, added 2 bays around 1984 and added EMS bays and EMS sleeping quarters in 2004. We currently have the original furnace for the meeting area and 1 in the bay that will need to be replaced in the next 1-2 years.

Goal:

Build a two-bay substation on the north side of our district in the next 12 to 18 months. Also continue placing \$50,000 into a building capital fund. This fund is to be used to maintain our current station and assist with making a large down payment in the next 4 to 6 years on a new primary station (across from our current station).

Equipment

Planning:

Continue upgrading our extrication equipment to move towards meeting NC Rescue Certification status. Also incorporate additional water rescue needs to keep up with the current needs in the county for water rescue.

Current:

RVFD currently operates with 2 sets of CORE Technology Holmatro tools with portable pumps and hard plumbed lines and 1 set of PENETHEON battery powered Holmatro tools operating on Rescue 13. RVFD currently operates its water rescue operation with 1 motorized aluminum (Rescue One) boat, 1 motorized inflatable boat and 2 non-motorized inflatable boats.

Goal:

Continue placing \$10,000 into an Equipment Capital fund for equipment upgrades for extrication and water rescue. This money will also be used for upgrading and maintaining PPE for water rescue (PFD's, wet/dry suits, etc.).

Rosewood Volunteer Fire Department 5 Year Capital Spending Plan FY 2024-25

Training Facility

Planning:

Continue to expand on site training facilities, to include extrication pads and live fire training for vehicle fires.

Plans will be to divide this project up into stages to be completed over the next 1-5 years.

- Phase 1 Fire Training Facility to Include a 3-story tower.
- Phase 2 Build a storage building for the department's trailers & training props.
- Phase 3 will construct 2 large concrete pads along with other props for vehicle extrication training.
- Phase 4 add LP Gas training props.

Current:

Phase 1 – COMPLETED

Phase 2 – COMPLETED

Phase 3 – PARTIALLY COMPLETED (1 PAD COMPLETED)

Goal:

Place \$12,000 into a Training Facility Capital fund to continue developing our training ground facility. These funds will include props for extrication, vehicle fire training props, LP gas training, etc. Goal is to have a facility that any fire department in Wayne County can train and advance their knowledge in specific skills. This facility can also be used for Wayne County Fire Schools through Wayne Community College.

Indian Springs Volunteer Fire Department
3900 Arrington Bridge Road
Seven Springs, NC 28578

Ms. Angie Boswell

Wayne County Finance Director

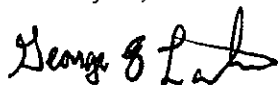
Our department is in the process of ordering a new fire engine from Pierce Manufacturing, which will cost approximately \$620,000.00. We currently have an annual loan payment of \$24,800.00 to Civic Federal Credit Union for a 2016 fire engine, which should pay out by year 2030. Our intentions are to attempt to pay this loan in full by the end of the next calendar year.

We also are looking into the future in which by calendar year 2030, we will need to order/purchase another engine/tanker to replace another older truck. We know that we can't predict the future, but everything certainly appears that by the time we order another truck, the cost will certainly be increased exponentially again.

Our department strives to be fiscally responsible, but all of our costs have increased tremendously over the last few years. We continue to apply for grants and low interest loans, but we are limited on how much we can afford to spend. Our department's tax rate is currently \$.06/100, which we have been at for several years. Due to the increased cost of operating, we would like to ask for a tax increase of \$.08/100.

Our fire district does not have the economic growth of subdivisions or commercial businesses that other areas of the county have been experiencing. However, our operating costs are continuing to rise. We hope your department and our Commissioners will understand that we feel this is a necessity to keep providing our service.

Thank you,



George S. Lancaster,

President,

Indian Springs VFD

Capital Improvement Plan

24/25

Expenditure

Turnout gear

Purpose

Replace old gear

Cost

\$21,000.00

Funding Source

Tax/ DOI Grant

25/26

Expenditure

Replace tanker

Purpose

Replace 30 year old tanker

Cost

\$620,000.00

Funding Source

Rural Development loan

26/27

Expenditure

New air bags/ Extrication tools

Replace Brush Truck pump

Purpose

Replace old tools

Replace 30 year old pump

Cost

\$35,000.00

\$20,000.00

\$55,000.00

Funding Source

Tax/ DOI Grant

Tax/ DOI Grant

27/28

Expenditure

Hose, turnout gear

Purpose

Replace old hose and gear

Cost

\$12,000.00

Funding Source

Tax/ DOI Grant

28/29

Expenditure

Building Renovation

Purpose

Additional storage

Cost

\$30,000.00

Funding Source

Tax

Journal Proof Report



Journal Number: 595 Year: 2024 Period: 11 Description: Jetport Reference 1: 507 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-562000	Grant Expenditures	Jetport		\$1784000.00	
BUA	6324530-335000	Grant Revenues	Jetport			\$1784000.00
			Journal 2024/11/595	Total	\$1784000.00	\$1784000.00

Journal Proof Report



Journal Number: 596 Year: 2024 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-512100	Salaries and Wages	Health Department			\$813.08
BUA	1315110-518000	Social Security-FICA	Health Department			\$97.00
BUA	1315110-518600	Workers Compensation	Health Department			\$55.68
BUA	1315110-518210	401K Retirement Contribution	Health Department			\$672.49
BUA	1315110-512500	Telephone Allowance	Health Department		\$51.00	
BUA	1315112-518000	Social Security-FICA	Health Department		\$97.00	
BUA	1315112-518600	Workers Compensation	Health Department		\$55.68	
BUA	1315124-518210	401K Retirement Contribution	Health Department		\$307.00	
BUA	1315151-518210	401K Retirement Contribution	Health Department		\$35.00	
BUA	1315152-512100	Salaries and Wages	Health Department		\$762.08	
BUA	1315164-518210	401K Retirement Contribution	Health Department		\$17.00	
BUA	1315167-518210	401K Retirement Contribution	Health Department		\$313.49	
			Journal 2024/11/596	Total	\$1638.25	\$1638.25

Journal Proof Report



Journal Number: 597 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-535300	Repairs & Maint-Vehicles	HD		\$60.00	
BUA	1315110-535200	Repairs & Maint-Equipment	HD			\$60.00
BUA	1315161-534100	Printing	HD		\$300.00	
BUA	1315161-523100	Program Supplies	HD			\$300.00
			Journal 2024/11/597	Total	\$360.00	\$360.00

Journal Proof Report



Journal Number: 598 Year: 2024 Period: 11

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104140-519000	Professional Services	Tax			\$900.00
BUA	1104140-539500	Training	Tax		\$900.00	
			Journal 2024/11/598	Total	\$900.00	\$900.00

Journal Proof Report



Journal Number: 729 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6676160-519000	Professional Services	Maxwell		\$4500.00	
BUA	6676160-595101	Purchase of Inventory-Rental	Maxwell			\$4500.00
			Journal 2024/11/729	Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 730 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-532100	Telephone	Jetport		\$2000.00	
BUA	6324530-522000	Food & Provisions	Jetport		\$500.00	
BUA	6324530-523100	Program Supplies	Jetport			\$1232.17
BUA	6324530-521200	Uniforms	Jetport			\$126.22
BUA	6324530-526000	Office Supplies	Jetport			\$315.74
BUA	6324530-535300	Repairs & Maint-Vehicles	Jetport			\$825.87
			Journal 2024/11/730	Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 733 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104120-539600	Imaging & Shredding	cover expenses			\$1500.00
BUA	1104120-523100	Program Supplies	cover expenses			\$1000.00
BUA	1104120-531100	Travel-Meals & Lodging	cover expenses		\$2500.00	
			Journal 2024/11/733	Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 734 Year: 2024 Period: 11 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104210-552000	Capital Outlay-Computers	Computer Equipment			\$130960.00
BUA	1104210-526200	Non-Capital Computer Equipment	Computer Equipment		\$130960.00	
			Journal 2024/11/734	Total	\$130960.00	\$130960.00