



Wayne County, North Carolina Board of Commissioners

October 15, 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 8:00 a.m. with Chairman Chris Gurley reviewing the agenda.

Finance Director Angie Boswell reviewed the budget amendments.

IT Director Giorgio Kristev explained the SAN replacement budget amendment.

Planning Director Berry Gray reviewed the plats for Drake Estates, Section 6 and Massey Farm, Section 1.

At 8:14 a.m., Commissioner Antonio Williams joined the agenda briefing.

Chairman Chris Gurley directed Clerk Carol Bowden to send the Resolution on Disaster Relief Funding to the North Carolina Delegation in Washington, D.C.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Freeman Hardison, Jr.; and Antonio Williams (8:14 a.m.).

9:00 - CALL TO ORDER - Chairman Chris Gurley

The Wayne County Board of Commissioners met on Tuesday, October 15, 2024, at 09:00 AM 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 - Commissioner Joe C. Daughtery

Commissioner Joe C. Daughtery 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 October 1, 2024, Minutes.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the October 1, 2024, minutes.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the Adjusted October 15, 2024, Agenda.

County Manager Chip Crumpler made two adjustments to the agenda:

- Adding Budget Amendment #125 to the Consent Agenda
- Moving Work Authorization #11 for the Wayne Executive Jetport to New Business.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners approved the Adjusted October 15, 2024, Agenda by a vote of 6 to 1 with Foster voting against.

SPECIAL PRESENTATIONS

Time Limit of 6 to 10 Minutes

3. Presentation of the Jay's Kitchen Wayne County Hero Spotlight Award.

911 Director Chris Barnes shared his story on 911 employee Michael Albertson and why he was nominated as the October Wayne County Hero Spotlight Award recipient. Award sponsors, Jay's Kitchen, presented Mr. Albertson with a \$200 gift certificate.

4. Presentation of retirement plaque to Calvin Harvey in recognition of 30 years of service to Wayne County 911.

County Manager Chip Crumpler presented a plaque to Mr. Calvin Harvey in recognition of his retirement following 30 years with the 911 Department of Wayne County.

5. Employee Anniversary Pins

County Manager Chip Crumpler presented Employee Anniversary Service Pins to the recipients in attendance.

6. Motion to Approve 2024 First Responders Day in Wayne County Proclamation, as presented by Chris Barnes.

911 Director Chris Barnes read the 2024 First Responders Day in Wayne County Proclamation, attached hereto as Attachment A.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the 2024 First Responders Day in Wayne County Proclamation.

7. Motion to Approve 2024 Fire Prevention Month Proclamation, as presented by Bryan Taylor.
Fire Marshal Bryan Taylor gave the fire statistics for 2023, and read the 2024 Fire Prevention Month Proclamation, attached hereto as Attachment B.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2024 Fire Prevention Month Proclamation.

APPOINTMENT COMMITTEE

8. Motion to Appoint Bilma Iniguez to the Wayne County Latino Council.
Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved to appoint Bilma Iniguez to the Wayne County Latino Council.

Commissioner Freeman Hardison, Jr., presented the motion to appoint Octavious Murphy to the Wayne County ABC Board, replacing Chris King who recently resigned, and to be voted on at the November 19, 2024, meeting.

PUBLIC HEARINGS

9. 9:15 a.m. Public Hearing to Receive Comments on proposed 2025 reappraisal of real property in Wayne County, and its schedules, standards, and rules.
At 9:18 a.m., Chairman Chris Gurley opened the Public Hearing to receive comments on the proposed 2025 reappraisal of real property in Wayne County, and its schedules, standards, and rules.

Tax Administrator Alan Lumpkin explained the schedules, standards, and rules, and addressed the discussion had during the 8:00 a.m. agenda briefing regarding the proposed reappraisal, stating the reappraisal had not been done and any increase is an unknown number at this point. Mr. Lumpkin said the annual review of the market showed the tax values reflected 67% of the actual sales prices, and buying and selling property by consumers sets the market rates. He shared information on a property sold multiple times, beginning in 2018, and the sales prices were \$220,000, \$250,000, and \$320,000. Mr. Lumpkin also explained how the increase in values could lower the tax rate.

Mr. Wade Leatham signed up to speak but said Mr. Lumpkin answered his questions during his presentation.

At 9:27 a.m., Chairman Chris Gurley closed the Public Hearing.

10. 9:30 a.m. Public Hearing to Receive Public Comments on the Sale and Lease of 210 Dixie Trail in Goldsboro, North Carolina, to B's Blanching, LLC.
At 9:32 a.m., Chairman Chris Gurley opened the Public Hearing to receive public comments on the sale and lease of 210 Dixie Trail in Goldsboro, North Carolina, to B's Blanching, LLC, attached hereto as attachment C.

Staff Attorney Andrew Neal reviewed the sale and lease, as well as information on the new company. WCDA President Craig Foucht spoke about the company, a future expansion, and the potential for additional jobs.

No one signed up to speak at the Public Hearing.

At 9:36 a.m., Chairman Chris Gurley closed the Public Hearing.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Sale and Lease of 210 Dixie Trail in Goldsboro, North Carolina, to B's Blanching, LLC, subject to the County Attorneys' approval.

CONSENT AGENDA

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the Consent Agenda, as detailed below.

Commissioner Bevan Foster commented on items on the agenda related to the Wayne Executive Jetport.

11. Late Elderly Disabled Exemption Application
12. Late Disabled Veterans Exemption Application
13. Late Property Tax Exemption Application
14. Budget Amendments
#98-Jetport/#103-Central Services/#104-Finance/#113-IT/#105-Solid Waste/#110-Board of Elections/#111-HD/#118-EMS/#125-Finance.
15. Motion to Approve the Final Plat for Drake Estates Section 6.
Attached hereto as Attachment D.
16. Motion to Approve the Final Plat for Massey Farm Section 1.
Attached hereto as Attachment E.
17. Motion to Approve the Tax Refund to Ryder Truck Rental, Inc.
per the NC Department of Revenue.
Attached hereto as Attachment F.
18. Motion to Approve Work Authorization #10, Amendment #1,
for design and bidding services for the Terminal
Improvements Project for the Wayne Executive Jetport, and
appropriate budget amendment. The cost is 90% funded by
an FAA grant, with a 10% County match of \$22,931.00.
Attached hereto as Attachment G.

NEW BUSINESS

19. Motion to Adopt Resolution #2024-26: A Resolution in
Support of Congressional Funding for the Disaster Relief
Fund, Continuance of Halted Recovery Projects, and

Sufficient Provisions to Prevent Future Immediate Needs Funding.

Chairman Chris Gurley read Resolution #2024-6: A Resolution in Support of Congressional Funding for the Disaster Relief Fund, Continuance of Halted Recovery Projects, and Sufficient Provisions to Prevent Future Immediate Needs Funding, attached hereto as Attachment H.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved Resolution #2024-26.

20. Motion to Approve Work Authorization #11 for Construction and Administration services and the construction contract for the Stormwater Improvements Project at the Wayne Executive Jetport, with appropriate budget amendment using ARPA funds.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the Work Authorization #11 for Construction and Administration services and the construction contract for the Stormwater Improvements Project at the Wayne Executive Jetport, with appropriate budget amendment using ARPA funds, attached hereto as Attachment I, by a vote of 4 to 3, with Gurley, W. Aycock, and B. Aycock against.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler thanked Jay's Kitchen for their sponsorship of the Hero Spotlight Award. He asked for continued prayers for western North Carolina following the devastation from Hurricane Helene, and thanked the community and Wayne County first responders for assisting the communities affected by the storm.

Sheriff Larry M. Pierce spoke of the relief efforts in the western part of the state. He said Catawba County requested the use of Wayne County's mobile command center and the mobile bathroom facilities. He stated eight deputies had returned from providing relief efforts and two were still with the command center in Catawba County.

EMS Director Dave Cuddeback said his department had a couple of groups help out.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Antonio Williams reminded the citizens to vote.

Commissioner Joe C. Daughtery had no comments.

Vice-Chairman George Wayne Aycock, Jr., followed up on comments made by the Sheriff and Mr. Cuddeback.

Commissioner Barbara Aycock thanked Wayne Community College for hosting the Eastern Gang Conference. She also stated she attended a UNC Hospital event, WCDA event, and the Agriculture breakfast. Commissioner Aycock asked for prayers for the first responders helping in the western part of the state.

Commissioner Freeman Hardison, Jr., reminded the citizens to vote and to be an informed voter.

Commissioner Bevan Foster had no comments.

Chairman Chris Gurley thanked the employees and volunteers responding to the western part of the state.

CLOSED SESSION

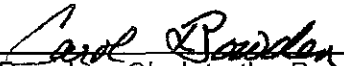
At 8:23 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in closed session to consult with attorneys employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

Members Present: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.; Barbara Aycock; Joe C. Daughtery; Bevan Foster (8:32 a.m.); Freeman Hardison; and Antonio Williams.

At 8:46 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

ADJOURNMENT

At 10:04 a.m., Chairman Chris Gurley adjourned the meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board

**NORTH CAROLINA
WAYNE COUNTY**

2024 FIRST RESPONDERS DAY IN WAYNE COUNTY

WHEREAS, Wayne County First Responders, both men and women, career and volunteer, from 911 telecommunicators, law enforcement officers, firefighters, emergency medical services personnel, search and rescue teams, divers, emergency management professionals, and members of other organizations in the public safety sector, are our family members, neighbors, friends, church members, and co-workers who are trained to come together to protect and aid the public in the event of an emergency; and

WHEREAS, Wayne County First Responders risk their lives and safety every day in the performance of their duties to protect our citizens; and

WHEREAS, at a moment's notice, first responders are quick to respond to dangerous and unnerving situations that threaten our communities; and

WHEREAS, first responders must be ready to provide lifesaving services to the people of Wayne County 24 hours a day throughout the year; and

WHEREAS, first responders undergo significant education, specialized training, and personal sacrifice, to contribute their excellent and necessary skills; and

WHEREAS, we recognize the integral role first responders play in our communities and the benefits derived from their hard work, commitment, sacrifice, and unhesitating dedication; and

WHEREAS, Wayne County First Responders have responded to, witnessed, and assisted in tragedies, heartbreaks, helplessness, and disbelief that went unrecognized; and

WHEREAS, Wayne County First Responders do not have the ability to change the course of an event, but their skills and compassion help make situations better; and

WHEREAS, Wayne County First Responders Day recognizes the heroic men and women serving our county who make it their business to take immediate action when disaster strikes.

NOW, THEREFORE, the Wayne County Board of Commissioners does hereby deem it an honor and pleasure to proclaim October 28, 2024, as

NATIONAL FIRST RESPONDERS DAY IN WAYNE COUNTY

and pay special tribute to the family members of our Wayne County First Responders for their untold sacrifices and the support they give daily to ensure the safety of our community.

This the 15th day of October, 2024.



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Christopher Gurley, Chairman
Wayne County Board of Commissioners

Attest:

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Carol Bowden, Clerk to the Board

**WAYNE COUNTY
NORTH CAROLINA**

2024 FIRE PREVENTION MONTH PROCLAMATION

WHEREAS, the County of Wayne, is committed to ensuring the safety and security of all those living in and visiting Wayne County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,700 people in the United States in 2022, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 360,000 home fires; and

WHEREAS, roughly three out of five fire deaths happen in homes with either no smoke alarms or with no working smoke alarms; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, Wayne County residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Wayne County residents will make sure their smoke alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Wayne County residents should test smoke alarms at least once a month.

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Wayne County first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Wayne County residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2024 Fire Prevention theme, "Smoke alarms: Make them work for you," serves to remind us of the importance of having working smoke alarms in the home.

NOW THEREFORE, the Wayne County Board of Commissioners does hereby proclaim the month of **October 2024**, as **FIRE PREVENTION MONTH** throughout the County, and urges all citizens to make sure their homes have working smoke alarms and to support the many public safety activities and efforts of Wayne County Fire and Emergency Services.



A handwritten signature in dark ink, appearing to read "Christopher Gurley", is written over a horizontal line.

Christopher Gurley, Chairman
Wayne County Board of Commissioners

ATTEST:

A handwritten signature in blue ink, appearing to read "Carol Bowden", is written over a horizontal line.

Carol Bowden, Clerk to the Board

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “**Agreement**”) is made and entered into as of the Effective Date (as defined below) by and between the **County of Wayne**, a body politic and corporate organized under the laws of the State of North Carolina, whose address is PO Box 224, Goldsboro, NC 27533 (the “**Seller**”), and **B’s Blanching, LLC**, a limited liability company organized under the laws of the State of North Carolina, whose address is 210 Dixie Trail, Goldsboro, NC 27530 and its successors and assigns (the “**Purchaser**”).

W I T N E S S E T H :

WHEREAS, Seller wishes to sell, and Purchaser wishes to buy, that certain parcel of land being approximately 7.73 acres commonly known as 210 Dixie Trail, North Carolina 27533, and having Wayne County Tax Map Number 2598668317, together with all improvements thereon, excess land, easements, rights and appurtenances thereto, including all rights, title and interests of Seller, if any, in and to the adjacent streets, alleys or rights-of-way as identified in the legal description attached hereto as Exhibit A and incorporated herein by reference (collectively, the “**Property**”).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE I – PURCHASE PRICE

1.1 Purchase Price. The Purchase Price for the Property shall be **Two Million Six Hundred Thousand Dollars and 0/100 (\$2,600,000.00)**, which shall be paid as follows:

- (i) Purchaser shall deposit the Earnest Money with Seller pursuant to Section 1.2 below; and
- (ii) Purchaser shall pay the balance of the Purchase Price to Seller at the closing by wire transfer of immediately available funds or such other method as the parties may mutually agree.

1.2 Earnest Money Deposit. Upon execution of this Agreement, Seller shall pay Purchaser **One Hundred Thousand Dollars and 0/100 (\$100,000.00)** (“**Earnest Money**”) to Seller. The Earnest Money shall be non-refundable, unless Purchaser shall terminate the Agreement by reason of one or more of the following: (i) a default by Seller under this Agreement, (ii) the failure by Seller to cure any matters of title or survey to which Purchaser timely objects pursuant to Section 4.2 below, (iii) or the failure to occur of any conditions to closing set forth in this Agreement. Any condition relating to a Brownfields designation as described in Section 5.2 below shall not be grounds for termination and refund of earnest money. All Earnest Money shall be applied toward the Purchase Price at the Closing if the transaction closes.

ARTICLE II – PROPERTY INFORMATION

2.1 Survey. Purchaser may obtain a survey of the Property (the “**Survey**”). If the Survey reveals any matters that make the Property unsuitable for Purchaser’s purposes, in Purchaser’s sole discretion, then such matters shall be resolved pursuant to Section 4.2 below.

2.2 Title Commitment. Purchaser shall obtain a title insurance commitment (the “**Title Commitment**”) issued through a title insurance company of its choosing (“**Title Company**”). The Title Commitment shall list as exceptions all easements, restrictions, encumbrances, reservations, liens and other matters affecting the Property (“**Exceptions**”). If the Title Commitment reveals any Exceptions or other matters that make the Property unsuitable for Purchaser’s purposes, in Purchaser’s sole discretion, then such matters shall be resolved pursuant to Section 4.2 below.

2.3 Phase I Environmental Site Assessment. Purchaser may obtain a Phase I Environmental Site Assessment and other tests and/or studies regarding the environmental condition of the Property. Purchaser is given notice by this Purchase and Sale Agreement that this is a Brownfields site as determined by the North Carolina Department of Environmental Quality.

2.4 Seller’s Items. Within thirty (30) business days after the Effective Date, Seller shall furnish to Purchaser copies of all Leases (as hereinafter defined) and amendments thereto, Service Contracts (as hereinafter defined), deeds, easements, warranties, covenants, contracts, income and expense records, property owners’ association documents, surveys, appraisals, maintenance records, environmental reports, building plans, construction and signage requirements, insurance policies (including title insurance policies), engineering reports, zoning information, title insurance policies, tenant in common agreements, inspections, property tax bills for the last five (5) years, and other documents related to the Property that Seller has in its possession or that are reasonably obtainable by Seller (collectively, “**Seller’s Items**”).

ARTICLE III – LEASE OF PREMISES AND CLOSING

3.1 Lease of Premises. Beginning February 1, 2025, Purchaser may lease the premises for a period not to exceed thirty-six (36) months (“**Lease Term**”) pursuant to the terms contained in the Lease Agreement attached hereto as Exhibit B and incorporated herein by reference. Rental payments made pursuant to the Lease Agreement shall not be credited towards the Purchase Price at the closing. Nothing set forth herein shall obligate Purchaser to enter into and execute the Lease Agreement.

3.2 Date of Closing. The Closing shall occur at the office of the Purchaser’s attorney or such other mutually agreeable place or via mail within thirty (30) days following expiration of the Due Diligence Period as defined in Section 4.1 or within thirty (30) days of the termination of the Lease Period, whichever is later (the “**Closing**” or the “**Closing Date**”).

3.3 Seller’s Obligations. At the Closing, Seller shall deliver the following, each of which shall be an express condition precedent to the Closing:

- (i) A special warranty deed, fully executed and acknowledged by Seller, in proper form for recording, conveying the Property to Purchaser in fee simple absolute, free and clear of all easements, restrictions, conditions, reservations, liens or other encumbrances other than the Permitted Exceptions (the "**Deed**");
- (ii) If requested by Purchaser, a quit claim deed, fully executed and acknowledged, in proper form for recording conveying the Property to Purchaser using the Survey legal description;
- (iii) Seller's certificate, executed, notarized, and acknowledged, confirming the truth and accuracy of the representations, warranties and covenants of Seller contained in Article IV hereof as well as other covenants and agreements set forth herein as of the Closing Date, in the form reasonably acceptable to Purchaser;
- (iv) Complete and exclusive possession of the Property to Purchaser, subject to the rights of the existing tenants and the Permitted Exceptions;
- (vi) Such affidavits as are required by the Title Company to satisfy all affirmative coverages deemed necessary by Purchaser and for the elimination of any standard or printed exceptions in Purchaser's Owner's Policy of Title Insurance, including, without limitation, the exception for mechanic's liens, parties in possession, brokerage liens, and unrecorded easements;
- (vii) Evidence of Seller's authority to consummate the sale of the Property, in form and substance acceptable to Purchaser's counsel and the Title Company;
- (viii) A duly executed closing statement which shall be prepared by the Buyer; and
- (viii) Any and all other documents and/or items as may be necessary or desirable to consummate the purchase and sale contemplated in this Agreement and such other documents as may reasonably be required by Purchaser, its lender, the title company or their respective attorneys or agents;

3.4 Purchaser's Obligations. Provided that Seller has delivered all items required by it to be delivered and has performed or satisfied all of its obligations hereunder, and the Title Company has committed to deliver a title policy insuring Purchaser's ownership of fee simple absolute title to the Property subject only to the Permitted Exceptions, then, at Closing, Purchaser shall deliver: (i) the Purchase Price less the Earnest Money in cash or equivalent funds or by wire transfer of immediately available funds; (ii) a duly executed closing statement; (iii) evidence of Purchaser's authority to consummate the purchase of the Property; and (iv) any and all other documents and/or items as may be reasonably necessary or desirable to consummate the purchase and sale contemplated by this Agreement.

3.5 Closing Costs, Adjustment and Prorations. Ad valorem taxes and general assessments, if any, relating to the Property shall be prorated between the parties at Closing. In addition, all transfer taxes or deed/documentary taxes or stamps and all charges for preparation

and recording of the deed and Seller's other documents shall be borne by Seller. Purchaser shall bear the following costs: (i) all costs and expenses related to the Examinations, including but not limited to the Phase I Environmental Site Assessment (ii) costs and expenses of all title insurance coverage, title searches and examinations, and title insurance premiums, (iii) all costs and expenses related to the Survey. Each party shall be responsible for its own attorneys' fees.

ARTICLE IV – DUE DILIGENCE

4.1 Tests, Studies, and Inspections. Purchaser shall have one hundred twenty (120) days from the execution of this Agreement ("Due Diligence Period") which to conduct such tests, studies, inspections, title examination, survey, and other examinations (collectively "**Examinations**") as it may elect in its sole discretion to determine the suitability of the Property for Purchaser's purposes. Such Examinations may include, but shall not be limited to, soil tests, borings, engineering studies, environmental studies, feasibility studies, boundary surveys, topographical surveys, drainage plans, curb cuts, marketing studies, financial studies, utility availability investigations, and ability to obtain building permits and all other required permits or licenses. During the Due Diligence Period, Purchaser and Purchaser's agents, employees and contractors shall have the right to enter upon the Property to conduct the Examinations. Purchaser agrees to defend and hold Seller harmless from and against any liability, loss or damage arising due to Purchaser's Examinations (including reasonable attorneys' fees actually incurred). To the extent deemed necessary, and from no fault of Purchaser, the Due Diligence period shall be extended for sixty (60) days upon thirty (30) days written notice from Purchaser to Seller ("Extension Period"). This one Extension Period shall be provided if Purchaser, through good faith efforts, is unable to complete the examinations necessary to complete its due diligence of the Property.

4.2 Purchaser's Objections. Within fifteen (15) days following the expiration of the Due Diligence period, or extension of said, Purchaser shall notify Seller of any matters in the Title Commitment, Examinations, or as disclosed on the Survey which make the Property unsuitable for Purchaser's purposes ("**Title and Survey Objections**"). Seller thereupon shall have thirty (30) days within which to cause such Title and Survey Objections to be removed from the Title Commitment or the Survey, as the case may be ("**Cure**"). In the event that Seller is unable or unwilling to effect such Cure, then Purchaser, at its option, may elect (by written notice to Seller): (i) to terminate this Agreement, whereupon all Earnest Money shall be returned to Purchaser and the parties hereto shall have no further obligations hereunder or (ii) to waive such Title and Survey Objections and to proceed to Closing. All Exceptions approved by Purchaser or Title and Survey Objections subsequently waived in writing by Purchaser shall hereinafter be deemed to be "**Permitted Exceptions**".

ARTICLE V – REPRESENTATIONS AND WARRANTIES

5.1. Representations and Warranties of Seller. Seller represents and warrants to Purchaser that the following statements are true and correct as of the Effective Date, except to the extent such statements refer to another date, and shall continue to be true and correct as of the Closing Date:

- (i) Seller holds good, marketable and insurable fee simple absolute title to the Property, and, as of the Closing Date, the Property shall be free and clear of all Exceptions other than Permitted Exceptions;
- (ii) There is no pending, threatened or contemplated claim, litigation, condemnation or eminent domain proceeding, zoning or land use change, administrative action or other legal proceeding involving or affecting any portion of the Property;
- (iii) No default exists under any lease, agreement or contract that affects or relates to the Property in any way;
- (iv) Seller and any of the individuals executing this Agreement on behalf of Seller have the full right, power and authority to enter into this Agreement, to cause the same to create a legal and binding obligation of Seller and to transfer the Property to Purchaser pursuant to the terms hereof;
- (v) To the best of Seller's knowledge, the Property is not in violation of any applicable laws, statutes, ordinances, building codes, zoning codes, environmental regulations or any other laws or regulations affecting the Property;
- (vi) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will (a) conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party; (b) violate any restriction or covenant to which the Seller or the Property is subject; (c) to the best of Seller's knowledge, constitute a violation of any applicable code, resolution, law, statute, regulation, ordinance, rule, judgment, decree or order; (d) result in the acceleration of any mortgage, note, lien, encumbrance or other security interest pertaining to the Property or the cancellation of any contract or lease pertaining to the Property; or (e) result in the creation of any lien, charge or encumbrance upon any of the properties or assets to be sold or assigned to Purchaser pursuant to the provisions of this Agreement;
- (vii) All utilities for water, sewer, gas, electricity and telephone are available to the Purchaser within five (5) feet of the boundary of the Property.
- (viii) Seller shall conduct any necessary public hearings as required by Chapter 158 of the North Carolina General Statutes and obtain formal approval by the Wayne County Board of Commissioners in a meeting held in accordance with Article 33C, Chapter 143 of the North Carolina Statutes.

5.2 Brownfields Designation. The property is currently enrolled in the NC Department of Environmental Quality's Brownfield's Program. A copy of the "Notice of Brownfields Property" is recorded in Book 3406, Page 592 of the Wayne County Registry. By executing this Agreement, Purchaser acknowledges the Brownfields designation and agrees that the condition does not constitute a title defect or constitute Default such that Purchaser would be permitted to cancel this Agreement.

5.3 Survival of Representations, Covenants and Warranties. Representations, covenants and warranties set forth in this Agreement shall be continuing and shall survive the Closing and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto.

ARTICLE VI - DEFAULT

6.1 Seller's Default. If Seller fails to perform in accordance with the terms of this Agreement, or if any representation or warranty made by Seller herein shall be untrue upon execution hereof or on the Closing Date, then Purchaser, in addition to all other remedies available to it at law or in equity, may: (i) enforce this Agreement by specific performance or (ii) rescind this Agreement and may receive back the Earnest Money paid by Purchaser under this Agreement plus Purchaser's reasonable third-party expenses. The terms of this section shall survive the Closing Date.

6.2 Purchaser's Default. If Purchaser fails to perform its obligations hereunder, and if such failure is not caused, in whole or in part, by the acts or omissions of Seller, then Seller, as its sole and exclusive remedy, either at law or in equity, may terminate this Agreement and receive the Earnest Money as liquidated damages pursuant to this Agreement, and not as a penalty, whereupon the parties hereto shall have no further obligations hereunder, provided, however, Seller shall first give Purchaser written notice of any default and the right to cure such default within thirty (30) days from said notice. The parties hereto hereby agree that, without resale, Seller's damages will be difficult to ascertain and that the liquidated damages (which shall not be construed as a penalty, but a reasonable estimate of Seller's damages, as such actual damages would be difficult to determine) payable to Seller as described in the preceding sentence constitute a reasonable estimation of such damages.

ARTICLE VII – MISCELLANEOUS

7.1 Brokerage Commissions. Seller represents to Purchaser that it has not contacted, contracted with or entered into any agreement with any real estate broker or agent in connection with the sale of the Property and Seller has not taken any action which might result in any real estate broker's, finder's or other fee or commission being due to any broker in connection with this transaction ("**Seller's Broker**"). Purchaser represents to Seller that it has not contacted, contracted with or entered into any agreement with any real estate broker or agent in connection with the sale of the Property and Seller has not taken any action which might result in any real estate broker's, finder's or other fee or commission being due to any broker in connection with this transaction ("**Buyer's Broker**" and together with Seller's Broker the "**Brokers**").

7.2 Condemnation and Risk of Loss. Until the Closing and the deed delivered to Purchaser, the risk of condemnation and any other loss to the Property and liability arising therefrom shall be borne by Seller. In the event of condemnation or other loss, Purchaser may, at its option, either (i) close the transaction and receive any proceeds awarded as a result of such condemnation or other loss, or (ii) terminate this Agreement, in which event the Earnest Money shall be immediately returned to Purchaser. Unless specifically excepted herein, Seller warrants

that it has no knowledge of, nor has it received any notification from any governmental agency or other institution concerning any pending public improvement or of the proposed exercise of, or offer to purchase under, the power of eminent domain relative to any part of the Property or requiring any alteration of other work thereon that has not been satisfactorily made, which warranty shall survive the delivery of the deed hereunder.

7.3 Notices. All notices, consents, waivers and approvals required or permitted to be given hereunder shall be in writing and shall be delivered to the parties at the following addresses:

If to Purchaser: County of Wayne
Attn: County of Wayne
PO Box 227
Goldsboro, NC 27533
WC-CountyManager@waynegov.com

With copy to: County Attorney
Attn: E.B. Borden Parker
PO Box 916
Goldsboro, NC 27533
bparker@goldsborolawyers.com

If to Seller: B's Blanching, LLC
Attn: Lee Swinson
210 Dixie Trail
Goldsboro, NC 27530
leeswinson@goldengrove.com

With copy to: Equitas Law Partners, LLP
Attn: Thomas Babel
330 Military Cutoff Road, Suite A-2
Wilmington, NC 28405
thomas@equitaslp.com

Notice shall be deemed to be served: (a) three (3) business days after deposit in an office of the United States Postal Service, or successor governmental agency, registered or certified mail, return receipt requested and postage prepaid, (b) upon delivery by a reputable overnight courier service (such as Federal Express), receipt requested and charges prepaid, or (c) by email, receipt confirmed, at the email addresses set forth above.

7.4 Integration. This Agreement constitutes the entire agreement between the parties related to the purchase and sale of the Property and shall be deemed to be a full, final, and completed integration of all prior or contemporaneous understandings or agreements between the parties related thereto.

7.5 Additional Documentation. Seller and Purchaser shall execute such additional documentation as reasonably may be required to effectuate this Agreement.

7.6 Amendments. This Agreement may be amended or supplemented only by a written instrument signed by both parties hereto.

7.7 Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be considered an original, but which together shall constitute but one and the same agreement.

7.8 Governing Law. This Agreement shall be governed by, and all disputes related hereto shall be determined in accordance with, the laws of the State of North Carolina. The parties agree that exclusive venue for any dispute shall be the General Court of Justice, Wayne County, North Carolina.

7.9 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, administrators, personal representatives, successors, and assigns. Either party shall have the right to assign its rights and obligations to an entity without the other party's consent, provided that such assignment shall not act to release the assignor from any covenant or obligation under this agreement.

7.10 Assignment. This Agreement may be assigned by Purchaser to any entity chosen by Purchaser.

7.11 Captions. The captions or section headings are for convenience and ease of reference only and shall not be construed to limit, modify, or alter the terms of this Agreement.

7.12 Survival. The representations, warranties and agreements set forth herein shall survive Closing.

7.13 Calculation of Time. In the event the final date of any time period which is set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday, in such event, such time period shall be extended to the next regular business day.

7.14 Time is of the Essence. Time is of the essence of the parties' respective obligations hereunder.

7.15 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that it has not been written solely by counsel for one party. The parties therefore stipulate and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto to favor one party against another.

7.16 Effective Date. The Effective Date of this Agreement shall be the date this Agreement is signed by both parties and if both parties do not sign on the same date, it shall be the date on which the Agreement is signed by the last party to sign. If one party fails to date its signature in the blank provided, the Effective Date shall be the date of the other party's signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

PURCHASER:

B's BLANCHING, LLC

By: Mary Brooks Swinson
Name: Mary Brooks Swinson
Title: President
Date: 10/22/2024

SELLER:

COUNTY OF WAYNE

By: Christopher L Gurtley
Name: Christopher L Gurtley
Title: Chairman of the Board
Date: 10-16-24

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

By: Angie Boswell
ANGIE BOSWELL
FINANCE DIRECTOR

EXHIBIT A**LEGAL DESCRIPTION**

All that certain tract or parcel of land lying and being in the City of Goldsboro, Goldsboro Township, Wayne County, North Carolina, bounded and described as follows:

BEGINNING at a concrete monument located in the Eastern right of way of South John Street Extended (NCSR 1925) at the Northwestern corner of P.H. McArthur Subdivision, as shown on a map recorded in Map Book 6, Page 117, Wayne County Registry; thence with the Eastern right of way of South John Street Extended N. 19 53 E. 296.77 feet to an iron stake located at the Southeastern intersectional corner of South John Street Extended and Dixie Trail (NCSR 1924); thence with the Southern right of way of Dixie Trail S. 83 57 52 E. 154.49 feet to an iron stake in the Southern right of way of Dixie Trail (NCSR 1924); thence N. 19 53 E. 31.41 feet to a nail in the centerline of Dixie Trail; thence with the Centerline of Dixie Trail, S. 83 57 52 E. 567.62 feet to a nail in said road center, a corner of Questor Corporation, thence leaving said centerline of Dixie Trail with the line of Questor Corporation S. 4 07 W. 30.02 feet to a concrete monument on the Southern right of way of Dixie Trail; thence continuing with the line of Questor Corporation S 4 07 W. 571.29 feet to a concrete monument, the most Northern corner of McArthur Manor Subdivision, as shown on a map recorded in Map Book 15, Page 28 in the Wayne County Registry; thence with the line of said McArthur Manor Subdivision and to and with the line of the said P.H. McArthur Subdivision N. 65 W. 867.67 feet to a concrete monument on the Eastern right of way of South John Street Extended, the point of beginning, containing 8.129 Acres, more or less, including the right of way of Dixie Trail or 7.738 Acres, more or less, excluding the right of way of Dixie Trail.

EXHIBIT B**LEASE**

THIS LEASE (this "**Lease**") is made and entered into this 1st day of February 2025, by and between **County of Wayne**, a body politic and corporate organized under the laws of the State of North Carolina, whose address is PO Box 227, Goldsboro, NC 27533 ("**Landlord**") and **B's Blanching, LLC**, a limited liability company, whose address is 210 Dixie Trail, Goldsboro, NC 27530, and its successors and assigns ("**Tenant**").

WITNESSETH:

WHEREAS, Landlord is the owner of 210 Dixie Trail, Goldsboro, North Carolina (Wayne County PIN: 2598668317), and

WHEREAS, Tenant desires to lease from Landlord, the land and all improvements thereon and related warehouse, production, and office use for processing of peanuts; (collectively, the "**Permitted Use**"); and

WHEREAS, Landlord is willing to enter into this Lease and allow Tenant to lease the land and improvements described above on the terms, conditions and covenants hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges Landlord and Tenant agree as follows:

ARTICLE I: PREMISES, AS IS, DOCUMENTS

1.1. **Grant; Premises.** In consideration of the full and timely performance by Tenant of all the terms, conditions and covenants of this Lease by it to be kept and performed, including timely payment of amounts due under the Lease, including all Rent, as such term is herein defined, Landlord does hereby lease to Tenant, and Tenant does lease from Landlord, the entire building located on the land commonly known as 210 Dixie Trail, Goldsboro, North Carolina 27530 ("**Land**"), together with all buildings, structures, fixtures and other improvements thereon and all hereditaments and appurtenances pertaining thereto (together with the Land, collectively the "**Premises**"). Tenant shall also have the exclusive use for its customers and employees of all the dedicated parking areas on the Land.

1.2. **Subject to Taxes and Landlord's Title.** The Premises are leased subject to all title matters of public record, to public streets and highways, to any matters that an accurate survey or physical inspection of the Premises may show, and to all zoning, subdivision, building and similar rules, regulations and ordinances now in effect or hereafter enacted (the foregoing referred to collectively as "**Title Matters**"). Notwithstanding the foregoing, Landlord represents and warrants that it has no knowledge that the Premises or their current use and anticipated future use by Tenant would violate any Title Matters.

1.3. **Premises Leased "As Is".** Tenant takes the Premises in its present state and condition, "as is" and without any obligation on the part of Landlord to make any alterations,

changes, improvements, repairs or replacements except as provided herein. Landlord makes no covenants, representations or warranties as to the age, quantity or condition of the Premises, its value or fitness for any specific purpose, or the title thereto, and no such covenants, representations or warranties shall be implied. Notwithstanding the foregoing, Landlord represents and warrants that it has no knowledge of any condition in the Premises that would render the Premises unfit for the Permitted Use and anticipated future use by Tenant.

1.4. **Covenant for Quiet Enjoyment.** Tenant shall and will, upon paying Rent, and all other amounts that may be due in and owing to Landlord during the Lease Term, and upon fully observing and performing the terms, conditions and covenants herein provided to be observed and performed by Tenant, quietly and peaceably hold and enjoy the Premises for and during the Lease Term, unless this Lease be sooner terminated as provided herein. Prior to the parties' execution of the Lease, upon Tenant providing Landlord proof of its insurance, Tenant, together with its contractors, agents and inspectors, shall have access to the Premises for the purpose of preparing, planning and designing the Premises for Tenant's intended use. Upon request, Tenant further agrees to provide Landlord proof of insurance for any of Tenant's agents visiting the Premises for the purposes outlined above.

ARTICLE II: TERM, RENT

2.1. **Term.** Tenant shall have and hold the Premises beginning February 1, 2025 for a period not to exceed thirty-six months (the "**Lease Term**") pursuant to the terms contained in the Lease Agreement.

2.2. **Base Rent.** The "**Rent**" payable during the Lease Term shall be Twenty Thousand Dollars (\$20,000) a month. Rental payments shall not be credited towards Purchase price of building consistent with the provisions of Section 3.1 in the Purchase and Sale Agreement.

2.3 **Payment of Rent; Late Charge.** Tenant shall pay Rent to Landlord, without the necessity for demand, and without setoff or deduction, in advance on the first (1st) business day of each and every month during the Lease Term at Landlord's address set forth in the caption of this Lease, or such other place as Landlord may from time to time designate in writing. If Rent is not received by the tenth (10th) day of the month in which due, a late charge equal to two percent (2%) of the amount due shall be assessed in each month that the Rent remains unpaid and be immediately due and payable.

ARTICLE III: USE; COMPLIANCE WITH LAWS

3.1. **Permitted Use.** Subject to all the terms and conditions of this Lease, Tenant shall use and occupy the Premises only for the Permitted Use with related office, production, and warehouse space. Tenant shall not use or permit upon the Premises anything that might be dangerous to life or limb unless required with respect to the use permitted under the previous sentence. Tenant shall not in any manner deface or injure the Premises or any part thereof or overload the floors of the Premises. Tenant shall not do anything or permit anything to be done upon the Premises which would constitute a public or private nuisance or waste or would tend unreasonably to disturb occupants of neighboring properties or would cause structural injury to

the improvements or cause the value or usefulness of the Premises or any part thereof to diminish in any material respect.

3.2. **Compliance with Laws.** Tenant shall not use or occupy the Premises or permit the Premises to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto, or any certificate of occupancy affecting the same (collectively, "Laws"), or for illegal or immoral purposes. Tenant shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exemptions and nonconforming uses), which are now applicable to the Premises, or which have been granted to or contracted for by Tenant or Landlord in connection with any existing or presently contemplated use of the Premises. Notwithstanding the foregoing, Landlord represents and warrants that it has no knowledge that the Premises, the Permitted Use, or their current use and anticipated future use by Tenant would violate any Laws.

3.3 **Permits and Approvals.** Tenant shall, at its sole cost and expense, procure any and all necessary permits, certificates, licenses or other authorizations required for its use of the Premises. If the owner of the Premises is required by law to join in any such application, Landlord shall cooperate fully with Tenant in connection with such application, but at Tenant's cost.

ARTICLE IV: TAXES; UTILITIES

4.1. **Real Estate Taxes.** Currently, no real estate taxes are issued against the property; as such, Tenant shall not be responsible for payment of any real estate taxes. At closing, the real estate taxes shall be prorated as detailed in the Purchase and Sale Agreement.

4.2. **Tenant to Pay for Utilities.** Tenant shall fully and promptly pay all utility charges for the Premises, including, but not limited to, electricity, gas, water, sewer, fuel, internet and phone charges and other common building utility charges.

4.3. **Tenant to Pay for Services.** Tenant shall fully and promptly pay all services provided to the Premises, including, but not limited to, janitorial and cleaning services, trash removal, lawn care and maintenance and landscaping, interior and exterior window washing and pest control.

ARTICLE V: MAINTENANCE; INDEMNITY; INSURANCE

5.1. **Maintenance; Indemnity.** Tenant shall keep and maintain all aspects of the Premises at Tenant's sole expense. This includes but is not limited to structural walls and foundation, roof, HVAC system, parking lot, landscaping, and interior fixtures.

5.2. **Waiver of Liability; Indemnity.** Landlord shall not be liable to Tenant, or Tenant's agents, employees, customers, or invitees, for injury, death or property damage occurring in, on or about the Premises, except to the extent the same is caused by the negligent, or willful acts of Landlord or its employees, agents, contractors or invitees. Tenant shall indemnify and hold Landlord harmless from and against any demand, claim, loss or damage, including costs and reasonable attorney's fees incurred by Landlord, arising out of any injury, death, property damage or other matter occurring in, on or about, or alleged to arise out of or caused by the negligent or

willful acts of Tenant or its employees, agents, contractors or invitees, except for those matters for which Landlord is liable under the preceding sentence.

5.3. **General Liability and Related Insurance.** During the Lease Term, Tenant shall obtain and keep in full force and effect, at its sole cost and expense, a policy of comprehensive public liability insurance with respect to the Premises and the business of Tenant thereon, written by a casualty or indemnity company authorized to do business in North Carolina, under which policy Landlord shall be named as an additional insured, and with not less than \$2,000,000.00 single coverage limits for each occurrence of injury or property damage. Prior to the commencement of its business at the Premises, upon request, Tenant shall furnish Landlord with the policy or with a certificate that the insurance is in effect, which shall state that Landlord will be notified in writing thirty (30) days prior to any cancellation, material change or renewal of the insurance.

5.4. **Casualty Insurance.** Tenant shall keep all structures and other improvements constructed, erected, or made upon the Premises, insured under an "all risk" form of fire insurance policy, with full extended coverage endorsements added, with coverage equal to the full replacement value of such structures and improvements and all office equipment, furniture, trade fixtures, inventory and all other items of Tenant's property located on the Premises.

5.5. **Worker's Compensation Insurance.** Tenant shall maintain at all times any worker's compensation insurance coverage as may be required by law and, upon request, shall present a certificate of such insurance to Landlord.

5.6. **Waiver of Claims.** Landlord and Tenant hereby waive any and all claims and causes of action against each other based on the destruction of or damage to the Premises or the contents thereof as a result of any cause covered or coverable by the policies of insurance described in this Section 5 (but the waiver does not extend to the amount of any deductible under any applicable policy), and agree that their respective insurers shall be bound by this waiver, even if such loss or damage was caused by the fault or negligence of the other party or anyone for whom the other party may be responsible.

5.7. **Damage; Lease Termination.** If the Premise is damaged by casualty, Landlord shall promptly repair the damage, if such repairs can, in Landlord's reasonable opinion, be completed within one hundred twenty (120) days after adjustment of the insurance proceeds to be received due to the damage. If Landlord reasonably determines that repairs can be completed within one hundred twenty (120) days after adjustment of the insurance proceeds, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord hereunder and until the Premises can be repaired to allow the Permitted Use by Tenant. If Landlord's repairs are not completed within one hundred twenty (120) days following adjustment of the insurance proceeds, Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, provided that if Landlord completes the repairs within such thirty (30) day period subject to this subsection, Tenant's notice of termination shall be deemed withdrawn.

ARTICLE VI: ALTERATIONS; STORAGE

6.1. **Alterations.** Tenant may, at its sole cost and expense, expand, alter, remodel or enlarge any now or hereafter existing improvement (any such work, an "**Alteration**"), provided that it has first secured the written consent of Landlord to the plans and specifications therefor; provided Tenant shall not need to obtain Landlord's consent to any Alteration (a "**Minor Alteration**") that: (a) does not require a permit to construct or install; (b) does not pierce the roof; and (c) does not cost in excess of \$25,000.00 to construct or install. All Alterations, including Minor Alterations, shall be constructed or installed in good workman like manner.

6.2. **Landlord's Consent.** Landlord shall not unreasonably withhold, condition, or delay its consent to a proposed Alteration, or the plans and specifications therefor.

6.3. **Signage.** Tenant shall have the right, at Tenant's sole cost and expense, and to the extent permitted by applicable codes and regulations, to place signage on the building and the Premises with materials and colors consistent with Tenant's corporate brand and image.

ARTICLE VII: ASSIGNMENT AND SUBLETTING; ENCUMBRANCES

7.1. **No Assignment of Tenant's Interest.** Tenant shall not sell, assign or in any manner transfer this Lease or Tenant's interest hereunder without the prior written consent of Landlord, which shall not be unreasonably withheld. Consent by Landlord to any sale, assignment, sublease, license, franchise, concession or other transfer shall not be a consent to any other of the same. Tenant shall, however, be entitled to assign or transfer its interest in the Lease to an affiliated entity of Tenant or an entity which is comprised of the same or the majority ownership of Tenant without consent of Landlord.

7.2. **Tenant to Place No Mortgage or Lien.** Tenant shall not at any time during the term of this Lease place, suffer or allow any mortgage, or similar security instrument upon its leasehold interest created hereby without consent of Landlord.

7.3. **Other Liens Prohibited.** Tenant shall not cause, suffer or acquiesce in the attachment of any other liens or encumbrances, including without limitation, any mechanic's or materialmen's liens, judgment liens, tax liens or liens for the cost of environmental remediation, to the Premises or the Landlord's or Tenant's interest therein.

ARTICLE VIII: LANDLORD'S CURATIVE RIGHTS

8.1. **Landlord's Right to Enter Premises.** Landlord, and its authorized agents or attorney, shall have the right, but not be obligated to enter the Premises: (a) at any time in an emergency, and (b) at other reasonable times during normal business hours and on at least one (1) business day notice to Tenant to: (c) inspect the Premises; (d) and to make such needed repairs, improvements and/or alterations in and to the Premises as are Landlord's obligation hereunder; and (e) to make any repairs, improvements and/or alterations to the Premises that Tenant is obligated to do if Tenant has failed to do so after thirty (30) days' written notice. Landlord shall make reasonable efforts to minimize the disruption to Tenant's business in so doing, and in such case, there shall be no abatement of Rent or any liability on the part of Landlord for any inconvenience, annoyance, or injury to business resulting therefrom.

ARTICLE IX: CONDEMNATION

9.1. **Condemnation.** In the event the Premises or any part thereof shall at any time during the term of this Lease be condemned and taken by right of eminent domain, the damages allowed therefore (whether or not the same be specifically apportioned by the Court or the Commissioner, or by any other body making or supervising such condemnation, and regardless of such apportionment, if any) shall be the sole property of Landlord, except that any separate award for moving expense or for Tenant's trade fixtures shall belong to Tenant. Landlord represents and warrants that it has received no notice of any planned or contemplated condemnation of any part of the Land or the Premises.

9.2. **Rent after Condemnation; Termination.** If the whole of the Premises be condemned and taken, Rent shall cease from the time Tenant shall be deprived of possession of the Premises, and this Lease shall thereupon terminate. If a part, but not the whole, of the Premises be so taken or condemned, then this Lease and all of its provisions shall continue in full force and effect as to the remainder of the Premises not so taken until the expiration of the Lease Term, except that the Base Rent to be paid by Tenant shall be adjusted as provided in Section 9.3, if the provisions of this Section are applicable. Notwithstanding the foregoing, in the event of a partial condemnation and taking which materially and substantially interferes with the operation of Tenant's business and/or the Permitted Use, Tenant shall have the right, by notice given to Landlord not later than sixty (60) days following the date Tenant shall be deprived of possession of a portion of the Premises, to terminate this Lease, and upon giving of such notice, this Lease shall terminate as of the date specified in the notice. Any Rent and other amounts and obligations due hereunder shall be apportioned as of the date.

9.3. **Abatement after Material Taking.** In the event of a partial condemnation if Tenant does not terminate this Lease as herein provided, Base Rent for the Premises shall (in the absence of agreement by the parties) be equitably abated.

ARTICLE X: DEFAULT; REMEDIES

10.1. **Tenant Default.** The following shall constitute a default by Tenant under this Lease: (a) Tenant fails to make any payment of Rent or any other amount due hereunder and for more than ten (10) days after the same is due and does not correct the same on ten (10) days' written notice; or (b) Tenant shall fail to perform any other term, condition or covenant hereof and shall fail to cure the same within thirty (30) days after given written notice by Landlord. In the event of a Tenant default, Landlord may, without further notice to Tenant, either (i) re-enter the Premises and terminate Tenant's right to possession thereof, without terminating this Lease or (ii) re-enter the Premises and terminate both Tenant's right to possession thereof and this Lease.

10.2. **Payment by Tenant Upon Re-entry.** Upon such re-entry, whether or not Landlord shall terminate this Lease, Tenant shall pay to Landlord upon demand (a) all Rent and any other amount due to Landlord at the time of such re-entry and (b) all costs and expenses incurred by Landlord to effect such re-entry, including, without limitation, reasonable attorneys' fees, and costs to repair the Premises and remodel it for reletting. No such re-entry shall be deemed a termination of this Lease unless Landlord notifies Tenant that this Lease is terminated; and any such termination shall be effective only as of the date set forth in such notice.

10.3. **Payment of Rent Upon Termination.** If Landlord, following such reentry, shall terminate this Lease by such notice, or if this Lease shall be terminated by the order or decree of any court of competent jurisdiction, Tenant shall pay the Landlord upon demand, in addition to the amounts set forth in (a) and (b) of the preceding Section, (a) Rent for the period between such re-entry and such termination, together with (ii) all Base Rent due and payable from the date of termination due to Tenant's default until the Termination Date defined in Section 2.1 above, less the market value of the rent for such period proved by Tenant after taking into account lease-up periods, broker's commissions, tenant improvements and related expenses, discounted to present value using a discount rate of six percent (6%).

10.4. **Security Interest.** Landlord shall have no lien, statutory or otherwise, on Tenant's personal property.

10.5. **No Election of Remedy.** No remedy provided to Landlord hereunder shall be deemed an exclusive remedy and the election by Landlord of any such remedy shall not bar Landlord from pursuing any other remedy, for damages or otherwise, whether available to Landlord hereunder or existing at law or in equity.

10.6. **Landlord May Terminate Lease on Tenant's Bankruptcy, etc.** In the event Tenant's interest under this Lease be assigned by operation of law, or in event of the bankruptcy, insolvency, voluntary or involuntary liquidation or winding up of the affairs of Tenant, or in event of any corporate reorganizations or arrangements under the bankruptcy or insolvency laws of the United States of any State involving the interest of Tenant hereunder, Landlord may, at its election, by thirty (30) days' written notice to Tenant, the trustee in bankruptcy, the receiver, or other legal representative in charge of the interest of Tenant hereunder, terminate and cancel this Lease.

10.7. **Mitigation.** Landlord shall use reasonable efforts to mitigate its damages in the event of a default.

10.8 **Landlord Default.** In the event Landlord shall violate, fail to perform or be in breach of any term, condition or covenant hereof and shall fail to cure the same within thirty (30) days after given notice by Tenant, then Tenant may, without further notice to Landlord, cure such failure, violation or breach and Landlord shall reimburse Tenant for the cost incurred by Tenant in such cure or terminate the Lease.

ARTICLE XI: Subordination; Estoppel

11.1 **Subordination.** This Lease is subject and subordinate to the lien of any mortgage granted by Landlord which may now or hereafter encumber the Premises. In confirmation of such subordination, Tenant shall, at Landlord's request from time to time, promptly execute any certificate or other document requested by the holder of the mortgage. Tenant agrees that in the event that any proceedings are brought for the foreclosure of any mortgage, Tenant shall immediately and automatically attorn to the purchaser at such foreclosure sale, as the landlord under this Lease. Notwithstanding anything to the contrary in this Section 11, so long as Tenant is not in default under this Lease, this Lease shall remain in full force and effect and the holder of any mortgage and any purchaser at foreclosure sale thereof shall not disturb Tenant's rights and/or possession hereunder.

ARTICLE XII: Notices

12.1. All notices required or permitted hereunder shall be in writing and shall be deemed given when personally delivered to either Landlord or Tenant at, or when mailed first class, postage prepaid, registered or certified mail to, the addresses specified in the caption of this Lease or by email and upon confirmation thereof. Either party may, by proper notice, change its address hereunder. In the event Landlord or Tenant cannot be found at its the address, or at its then current address hereunder, notice shall be deemed given when mailed in as provided above to its last known address, or in the case of Tenant, when personally delivered to an officer of Tenant or its manager at the Premises.

ARTICLE XIII: Environmental Provisions

13.1. **Landlord Representations.** Landlord represents and warrants that as of the Commencement Date: the Premises are not in violation of any Environmental Laws (defined below) and no Hazardous Materials are present on the Premises. Both Landlord and Tenant acknowledge that the Premises are subject the NC Department of Environmental Quality's Brownfields Program. Such designation does not constitute a violation of any environmental laws or regulations.

13.2. **Environmental Laws.** Subject to and in reliance upon Landlord's representation in the Section 13.1, Tenant will cause the Premises at all times to remain in compliance with all applicable laws, ordinances, and regulations (including consent decrees and administrative order) relating to public health and safety and protection of the environment, including those statutes, laws, regulations, and ordinances and all as amended and modified from time to time (collectively, "**Environmental Laws**"). Tenant agrees to obtain and keep in effect all governmental permits and approvals relating to the use or operation of the Premises required by applicable Environmental Laws, and Tenant agrees to comply with the terms of the same.

13.3. **Hazardous Material.** Tenant will not cause or permit to occur any generation, manufacture, storage, treatment, transportation, release, or disposal of any Hazardous Material, as such term is defined under the Environmental Laws ("**Hazardous Material**"), on, in, under, about or from the Premises except in minor quantities required for the conduct of Tenant's business and pursuant to handling practices permitted by law. If any Hazardous Material (other than those identified in the NC DEQ's Notice of a Brownfields Site or as so permitted by law) is found on the Premises that results from Tenant's breach of the foregoing sentence, or if Tenant or any one of its employees, agents, contractors, suppliers or invitees causes, contributes to or aggravates any release or disposal of any Hazardous Material on, in, under or about the Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the Hazardous Material to the complete satisfaction of Landlord and the appropriate governmental authorities.

13.4. **Notice.** Tenant will immediately notify Landlord and provide copies upon receipt of all written complaints, claims, citations, demands, inquiries, reports, or notices relating to compliance with Environmental Laws. Tenant will, at its sole cost, promptly cure and have dismissed with prejudice any such actions. Tenant will keep the Premises free of any lien imposed pursuant to any Environmental Laws.

13.5. **Landlord Audits.** Landlord shall have the right at all reasonable times and from time to time on reasonable notice Tenant, to conduct environmental audits of the Premises, and Tenant will cooperate in the conduct of those audits. In exercising its rights under this Section, Landlord will use reasonable efforts to minimize the disruption of Tenant's business. The audits will be conducted by a consultant of Landlord's choosing, and if any Hazardous Material (other than minor quantities handled as permitted by law) is detected or if a violation of any of the warranties, representations, or covenants contained in this section is discovered, the fees and expenses of such consultant will be borne by the party responsible for the presence of such Hazardous Materials or, if such Hazardous Materials are determined to have seeped or traveled from an adjoining property, then Landlord. If Tenant is responsible for such payment, then it will be paid to Landlord on demand.

13.6. **Violations.** If Tenant breaches or fails to comply with any of the foregoing warranties, representations, and covenants, Landlord may cause the removal (or other cleanup acceptable to Landlord) of any Hazardous Material from the Premises. The costs of such Hazardous Material removal and any other cleanup (including transportation and storage costs) will be an additional amount due under this Lease, whether or not a court or administrative agency has ordered the cleanup, due and payable on Landlord's demand. Tenant hereby grants Landlord, its employees, agents and contractors, access to the Premises to remove or otherwise clean up any Hazardous Material. Landlord, however, has no affirmative obligation to remove or otherwise clean up any Hazardous Material from the Premises and nothing in this Lease will be construed as creating any such obligation.

ARTICLE XIV: Miscellaneous

14.1. **Joint and Several Obligation.** Should the Tenant's interest ever be held by two or more individuals, each of the individuals and their respective successors and assigns shall be jointly and severally liable for all the obligations of the Tenant under the terms of this Lease unless released in a writing signed by Landlord.

14.2. **Time is of Essence.** Whenever any payment is to be made under this Lease by Tenant at or within a specified time, or whenever any act is to be done under this Lease by either party at or within a stated time, time is of the essence.

14.3. **No Recording.** Neither party shall record this Lease without the prior written consent of the other; provided that either party may request the other to sign a memorandum of lease in form suitable for recording, and upon such request the other party shall comply and shall permit the recording of such memorandum of lease.

14.4. **Captions.** The captions and headings herein are for convenience and reference only and do not limit or construe the provisions hereof.

14.5. **Severability.** If any term, condition, covenant, agreement or provision of this Lease, or the application thereof to any circumstance shall, to any extent, be held by a court of competent jurisdiction or by any authorized governmental authority to be invalid, void or unenforceable, the remainder of this Lease shall not be affected by such holding, and the remaining

terms, conditions, covenants, agreements and provisions hereof shall continue in and be accorded full force and effect.

14.6. **Entire Agreement.** This Lease and the Purchase and Sale Agreement represents the entire agreement between the parties hereto with respect to the Premises, and there are no agreements, understandings or undertakings relating to the subject matter except as set forth herein, and all prior negotiations and writings between the parties and their representatives, attorneys, brokers and agents are superseded hereby and thereby.

14.7. **Modifications.** This Lease may not be amended, modified or supplemented except by a writing, executed by the party against whom such amendment, modification or supplement is sought to be enforced.

14.8. **No Continuing Waiver.** No waiver of any term, condition, covenant or remedy hereunder or delay in the enforcement of any remedy hereunder in any one instance shall be deemed to be a waiver of any other term, condition, covenant or remedy in such instance or of such waived or delayed term, condition, covenant or remedy in any other instance.

(a) No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of, or acquiesce to, a default.

(b) No waiver of default shall extend to or affect any other default or impair any right or remedy with respect thereto.

(c) No action or inaction by Landlord shall constitute a waiver of default.

(d) No waiver of a default shall be effective unless it is in writing and signed by Landlord.

(e) Landlord's receipt of Rent with knowledge of a breach by Tenant of any term or condition of this Lease shall not deem to be a waiver of such breach.

(f) No act or omission by Landlord, its agents or employees during the term of this Lease shall be deemed an acceptance or a surrender of the Premises and no agreement to accept a surrender of the Premises shall be valid unless it is in writing signed by Landlord.

(g) The delivery of keys to any of Landlord's agents or employees shall not operate as termination of this Lease or a surrender of the Premises.

(h) No payment by Tenant or receipt by Landlord of an amount less than the Rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept any such check or payment, without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

14.9. **Binding.** All of the terms, conditions, covenants, agreements and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and upon their respective personal representatives, heirs, successors and permitted assigns.

14.10. **Attorney's Fees.** In the event either party brings any action to enforce its rights and obligations set forth in this Lease, including, but not limited to Tenant's obligation to pay Rent or any other sum due and payable hereunder, the prevailing party shall be entitled to an award of all its costs and reasonable attorney's fees. In the event any action is brought by Landlord or Tenant to enforce any other provision of this Lease, venue will be in the General Court of Justice in Wayne County, North Carolina and the lease will be construed under the laws of the State of North Carolina.

14.11 **Force Majeure.** In the event of a Force Majeure Event as such term is defined herein, if a party is unable to perform its obligations hereunder as a result of such Force Majeure Event, the party shall not be liable to for any loss or damage arising therefrom; provided the foregoing shall not affect a party's obligation to pay any sums due hereunder. In the event of a state of emergency or of any order of a federal, state, or local authority prohibiting Tenant from operating as a result of a public emergency (including without limitation a pandemic) whereby Tenant is prohibited from operating for more than thirty (30) days, Tenant shall permitted to withhold paying Rent for so long as Tenant is legally prohibited from operating. Tenant shall repay any Rent that it was permitted to withhold, plus interest at four percent (4%) per annum, within twelve months of Tenant being permitted to resume operations at the Premises. A "**Force Majeure Event**" shall mean any event, circumstance or condition that is outside the a party's control, including, but not limited to, a natural disaster, terrorist activity, war, labor dispute and/or delays, strikes, shortages of labor, materials, equipment, energy, epidemic, pandemic, riot or civil unrest or acts of God.

ARTICLE XV: Purchase and Sale Agreement

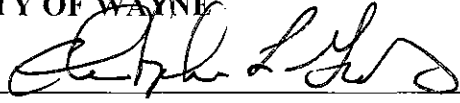
15.1. **Purchase and Sale Agreement.** The terms of the Purchase and Sale Agreement are incorporated into this Lease and to the extent any term of the Purchase and Sale Agreement conflicts with the terms of this Lease, the terms of the Purchase and Sale Agreement control. Tenant shall be obligated to purchase the Premises within 30 days of the termination of this lease by its Lease Term consistent with the Purchase and Sale Agreement executed by both parties. If the Purchase and Sale Agreement is terminated by the Tenant and/or the closing does not occur, by no fault of Tenant, Tenant has the right to terminate this Lease by providing thirty (30) days written notice to Landlord.

[SIGNATURE PAGE TO FOLLOW]

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

LANDLORD:

COUNTY OF WAYNE

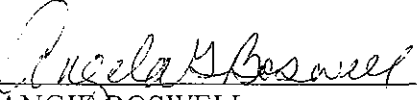
By: 

Name: Christopher L. Gurley

Title: Chairman of the Board

Date: 10-16-24

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

By: 

ANGIE BOSWELL
FINANCE DIRECTOR

TENANT:

B's BLANCHING, LLC

By: Mary Brooks Swinson

Name: Mary Brooks Swinson

Title: President

Date: 10-22-2024

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: April 18, 2024

Re: Final Subdivision Plat Approval

Item: Drake Estates Section 6, Final
Owner/Developer: ENC Mar-Mac LLC
Surveyor: Willie G. Miller, Jr
Brogden Township, Ridge Drive (SR 1284)
Lots: 43-55, 85-93, 96-109, 112-118 (43 lots)

Discussion: Drake Estates Section 6 consists of 43 lots on 25.81 acres. The subdivision is located off Ridge Drive, just north of US Hwy 13 South. The property is located within the Approach Area Overlay District and the average lot size is 18,881 sf. Building lots will utilize public water and onsite septic. The property is shown within the Urban Transition area on the Wayne County Growth Strategies Map. Improvements are complete and a NCDOT Built to Standards letter has been submitted to the County. Until the streets are accepted onto the State's secondary road system, the developer has signed a statement regarding the maintenance of the streets and right of ways.

The property is located within the following service areas:

- Schools – Southern Wayne HS, Brogden and Grantham Middle and Elem
- Water – Southern Wayne Sanitary District
- Fire – Mar-Mac Fire Department
- EMS – Station 3
- Transportation – MPO
- Water Supply Watershed – Yes
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 4

Recommendation: The Wayne County Planning Board recommends approval of the final plat.

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: October 9, 2024

Re: Final Subdivision Plat Approval

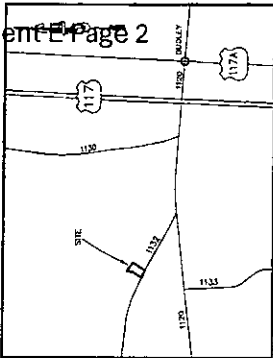
Item: Massey Road Subdivision Section 2, Final
Owner/Developer: GHTR Properties LLC
Surveyor: Dan Butler
Brogden Township, Massey Road (SR 1132)
Lots: 18

Discussion: Massey Road Subdivision Section 2 consists of 18 lots on 20.33 acres. The subdivision is located off Massey Road, just west of O'Berry Road. The property is located within the Outer Horizontal Overlay District and the average lot size is 47,419 sf. Building lots will utilize public water and onsite septic. The property is shown within the Rural area on the Wayne County Growth Strategies Map. Improvements are complete and a NCDOT Built to Standards letter has been submitted to the County. Until the streets are accepted onto the State's secondary road system, the developer has signed a statement regarding the maintenance of the streets and right of ways.

The property is located within the following service areas:

- Schools – Southern Wayne HS, Brogden and Grantham Middle and Elem
- Water – Southeastern Wayne Sanitary District
- Fire – Dudley Fire Department
- EMS – Station 8
- Transportation – RPO
- Water Supply Watershed – Yes
- Voluntary Agriculture District – No
- Wetlands – Yes
- Board of Commissioners District – 2

Recommendation: The Wayne County Planning Board recommends approval of the final plat.



DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
CONSTRUCTION STANDARDS CERTIFICATION
ONLY FOR THE DEPARTMENT OF TRANSPORTATION APPROVED
RIGHT-OF-WAY TO BE CONSTRUCTED IN PUBLIC
RIGHT-OF-WAY

THE 10' X 70' DOWNTOWN TAKE PRECEDENCE OVER
ANY SON EXEMPT

THE OWNER DEVELOPER OR CONTRACTOR SHALL SET THE
CORNERS OF THE LOT AND THE CORNERS OF THE
12' FROM THE EXISTING OR PROPOSED SIDE OF THE
PARENT ALONG ALL ROAD FRONT LOT.

ALL DRAINAGE ELEMENTS SHALL BE DEPOSITED AS PER
THE DRAINAGE PLAN AND THE DRAINAGE PLAN SHALL BE
CHANGED TO MAINTAIN THE DRAINAGE STRUCTURES, THERMAL,
SYSTEM AND LOCAL FUTURE DRAINAGE.

ALL LOTS SHALL BE SERVED BY THE INTERNAL STREET
SYSTEM

LOUISE VIRGINIA MASSEY BRASWELL
&
MARY MASSEY NEW
DEED BOOK 983, PAGE 417

PRELIMINARY PLAT
NOT FOR RECORDATION
CONVEYANCES OR SALES

PRESENTED
FOR RECORDATION

DATE: _____
TIME: _____
CONTAINING _____
PAGE(S) OF _____
WAYNE COUNTY, N.C.

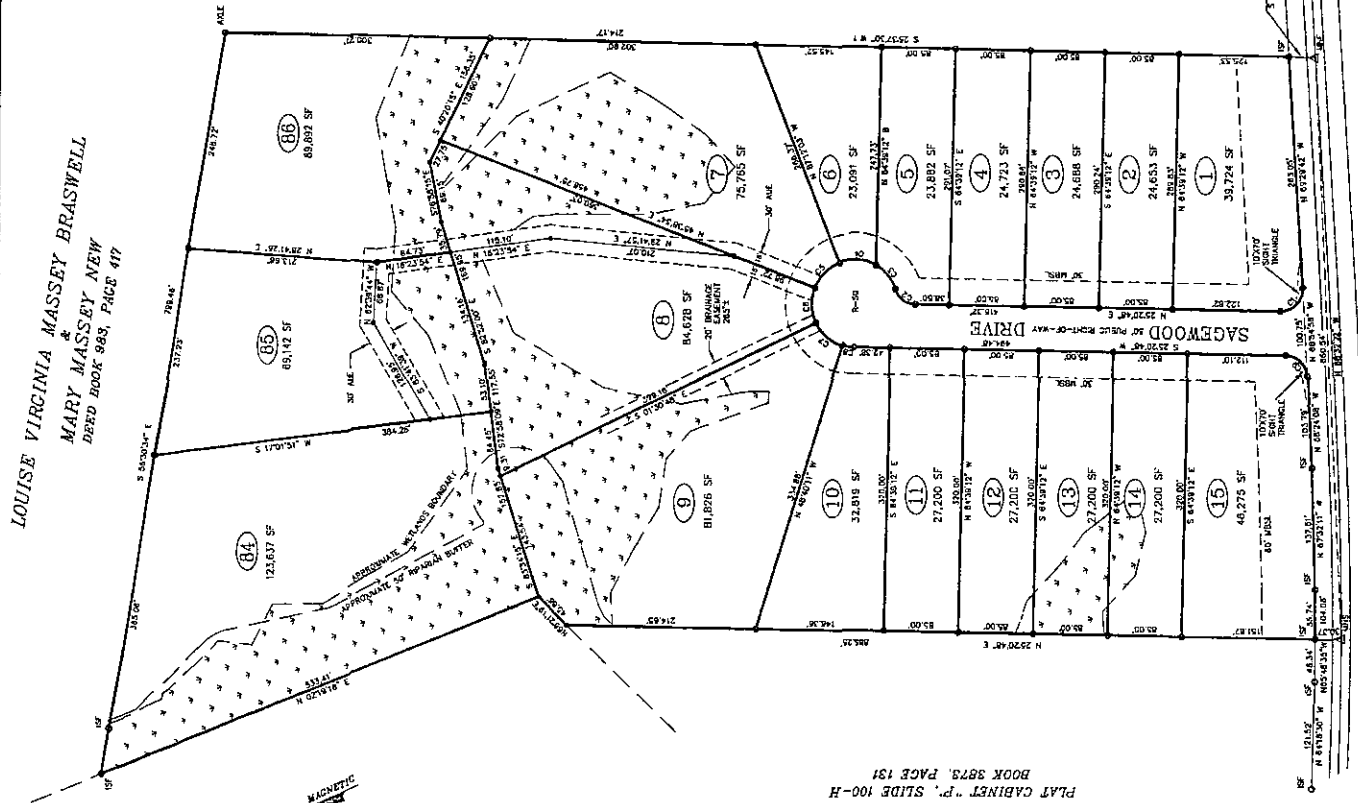
BY: _____
TITLE: _____



I, P. DANIEL BUTLER, PROFESSIONAL LAND SURVEYOR, NO. 1385, STATE OF NORTH CAROLINA, CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA.

I, P. DANIEL BUTLER, PROFESSIONAL LAND SURVEYOR, NO. 1385, STATE OF NORTH CAROLINA, CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA.

P. DANIEL BUTLER, PROFESSIONAL LAND SURVEYOR, NO. 1385, STATE OF NORTH CAROLINA.



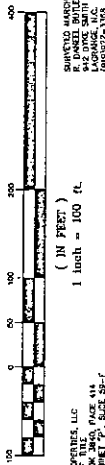
N.C.S.R. NO. 1132
(MASSEY ROAD)

MASSEY ROAD SUBDIVISION
SECTION ONE
PLAT CABINET "P", SLIDE 100-H
BOOK 3873, PAGE 131

GHTR PROPERTIES, LLC
DEED BOOK 3840, PAGE 414
PLAT CABINET "P", SLIDE 69-F

MASSEY FARM SECTION ONE

BROGDEN TOWNSHIP
WAYNE COUNTY, N.C.
GRAPHIC SCALE



BRGDEN TOWNSHIP, N.C.
WAYNE COUNTY, N.C.
PLAT CABINET "P", SLIDE 100-H
BOOK 3873, PAGE 131

CURVE TABLE					
CURVE	CH	PLACES	TANGENT	DELTA	BEARING
1	41.36	25.00	27.71	0.45200	S 42° 04' 17" E
2	30.77	25.00	17.00	127.514	N 89° 54' 40" E
3	30.77	50.00	16.86	41.716	N 87° 55' 18" E
4	44.64	50.00	24.12	51.297	N 88° 13' 02" E
5	41.15	50.00	21.61	47.709	N 82° 45' 45" E
6	41.15	50.00	21.61	47.709	N 87° 46' 07" E
7	41.15	50.00	21.61	47.709	N 86° 46' 07" E
8	41.15	50.00	21.61	47.709	N 85° 46' 07" E
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145	41.15	50.00	21.61	47.709	N 308° 46' 07" E
146	41.15	50.00	21.61	47.709	N 307° 46' 07" E
147	41.15	50.00	21.61	47.709	N 306° 46' 07" E
148	41.15	50.00	21.61	47.709	N 305° 46' 07" E
149	41.15	50.00	21.61	47.709	N 304° 46' 07" E
150	41.15	50.00	21.61	47.709	N 303° 46' 07" E
151	41.15	50.00	21.61	47.709	N 302° 46' 07" E
152	41.15	50.00	21.61	47.709	N 301° 46' 07" E
153	41.15	50.00	21.61	47.709	N 300° 46' 07" E
154	41.15	50.00	21.61	47.709	N 299° 46' 07" E
155	41.15	50.00	21.61	47.709	N 298° 46' 07" E
156	41.15	50.00	21.61	47.709	N 297° 46' 07" E
157	41.15	50.00	21.61	47.709	N 296° 46' 07" E
158	41.15	50.00	21.61	47.709	N 295° 46' 07" E
159	41.15	50.00	21.61	47.709	N 294° 46' 07" E
160	41.15	50.00	21.61	47.709	N 293° 46' 07" E
161	41.15	50.00	21.61	47.709	N 292° 46' 07" E
162	41.15	50.00	21.61	47.709	N 291° 46' 07" E
163	41.15	50.00	21.61	47.709	N 290° 46' 07" E
164	41.15	50.00	21.61	47.709	N 289° 46' 07" E
165	41.15	50.00	21.61	47.709	N 288° 46' 07" E
166	41.15	50.00	21.61	47.709	N 287° 46' 07" E
167	41.15	50.00	21.61	47.709	N 286° 46' 07" E
168	41.15	50.00	21.61	47.709	N 285° 46' 07" E
169	41.15	50.00	21.61	47.709	N 284° 46' 07" E
170	41.15	50.00	21.61	47.709	N 283° 46' 07" E
171	41.15	50.00	21.61	47.709	N 282° 46' 07" E
172	41.15	50.00	21.61	47.709	N 281° 46' 07" E
173	41.15	50.00	21.61	47.709	N 280° 46' 07" E
174	41.15	50.00	21.61	47.709	N 279° 46' 07" E

NOTICE OF PUBLIC HEARING
NORTH CAROLINA
WAYNE COUNTY

Notice is hereby given the Wayne County Board of Commissioners will hold a public hearing on October 15, 2024 at 9:30 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut St., Goldsboro, NC. The purpose of the public hearing is to receive public comments regarding the sale and lease of 210 Dixie Trail, Goldsboro, North Carolina (Wayne County PIN: 2598668317) to B's Blanching, LLC pursuant to NCGS §158-7.1.

All interested parties are invited to attend this public hearing and be heard. Written comments may be made in advance to the following:

Carol Bowden, Clerk to the Board
Wayne County Board of Commissioners
P.O. Box 227
Goldsboro, NC 27533-0227
919-731-1445
carol.bowden@waynegov.com

This the ____ day of October, 2024.

Carol Bowden
Wayne County Clerk to the Board

**County of Wayne
Tax Administration**

P.O. Box 227
P.O. Box 1495 (Collections)
Goldsboro, NC 27533



Assessor: 919-731-1461
Collections: 919-731-1478
Mapping: 919-731-1585
Fax: 919-731-1594

September 30, 2024

To: Wayne County Commissioners

From: Wayne County Tax Department

Refund: Ryder Truck Rental Inc
Property Tax Dept
PO Box 025719
Miami, FL 33102-5719

Amount: \$5,974.96

Reason: Trucks are listed through NCDOR; per NCDOR bill has to be released and refund customer

Work Authorization #10 – Amendment #1
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
GWW: Terminal Improvements (Design & Bidding)
June 21, 2024

WBS: 36237.22.TBD (FY 21/22/23 NPE Funds)
Partner Connect Request Number: 4881 / 5006

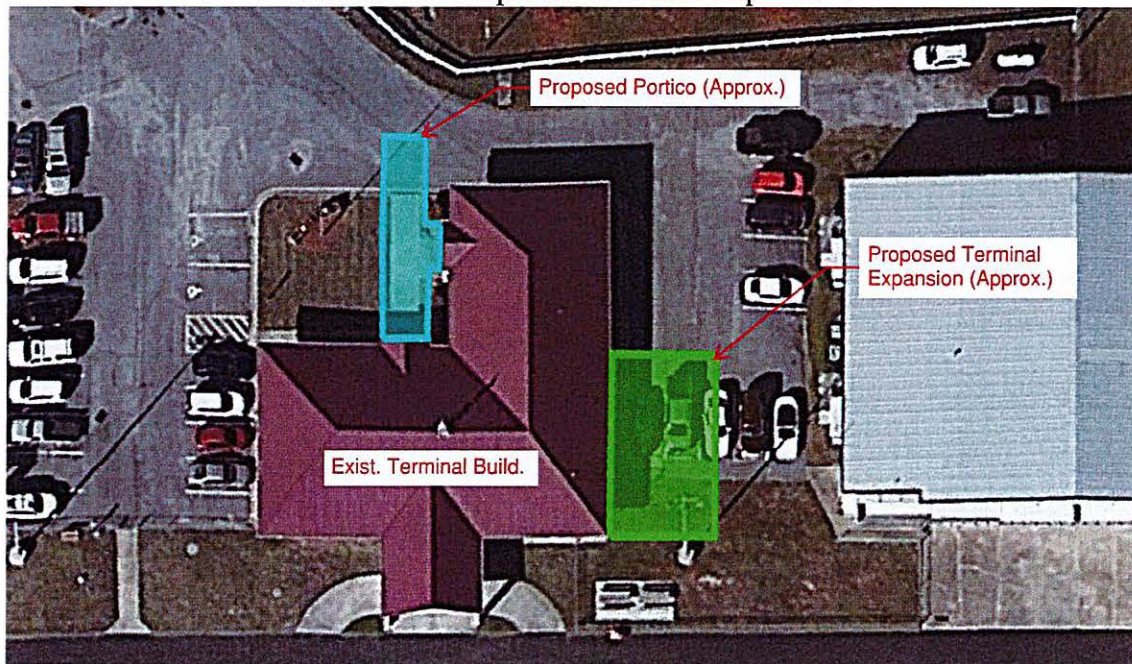
CONTRACT FOR PROFESSIONAL SERVICES

Dated April 21, 2021
(Expiration Date: April 21, 2025)

PROJECT DESCRIPTION

Wayne County (OWNER) wishes to proceed with design and bidding phase services for the Terminal Improvements project at the Wayne Executive Jetport (GWW). The project will provide needed renovations to GWW's nearly 50-year-old terminal building. The terminal renovations will include the addition of a portico drop-off area, additional training & office space, improved reception & break room/kitchen areas, as well as improvements for handicap access & energy efficiency. The improvements are needed to expand capacity, improve energy efficiency, and better serve all members of the community, including those with disabilities. Elements of the project are depicted on GWW's current ALP, which was conditionally approved on March 23, 2020. The proposed terminal expansion areas are shown below in Exhibit 1.

Exhibit 1 – Proposed Terminal Expansion



WK Dickson & Co., Inc.

No improvements or modifications to the existing driveway, vehicle parking lot, or aircraft parking apron are included in the project. Minor modifications to the sidewalks and areas surrounding the terminal building will be required.

The Categorical Exclusion (CATEX) for this project is being completed under the original Work Authorization #10. This work authorization will include all services necessary for design and bidding of the project. It is anticipated that design and bidding for this project will be funded by a combination of GWW's available FY 21, 22 & 23 Non-Primary Entitlement (NPE) funds, plus the OWNER's local match. A local match will not be required for the FY 21 portion of NPE funds.

The below scope of services outlines project management and grant administration, civil design and plan preparation, architectural design and plan preparation, and bidding services to be provided by WK Dickson (ENGINEER) to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

SCOPE OF SERVICES

Basic Services

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

- 1. Project Management and Grant Administration:** Project Management and Grant Administration shall generally consist of the following:
 - a. Project Formulation and Scope Development.
 - b. Work authorization development and facilitation of NCDOT, Division of Aviation (DOA) review and Independent Fee Estimate (IFE).
 - c. Preparation and submittal of Section 163 Review Request.
 - d. Assistance to the OWNER with the administration of grant compliance issues, grant application, applications for funding reimbursements, and grant closeout. Grant submittals will be in accordance with the following DOA checklists:
 - i. AV-101: Sponsor Request for Aid (RFA) Checklist (dated July 2020)
 - ii. AV-102: Sponsor Budget Revision & Grant Modification Request Checklist (dated January 2021)
 - iii. AV-103: Sponsor Reimbursement Request (Claim) Checklist (dated July 2020)
 - e. Develop and update project schedule, budget, and cash flow.
 - f. General project management including invoicing, scheduling, and coordination.
 - g. Subconsultant coordination during scoping, contract execution, and for monthly



invoicing.

h. General Owner and DOA coordination.

2. **Civil Design and Plan Preparation:** The ENGINEER will provide civil design phase services for the proposed terminal improvements as follows:

a. Provide Schematic Design services to include the following:

- i. Conduct a site visit to analyze existing conditions.
- ii. Attend four (4) design coordination meetings (2 onsite; 2 virtual).
- iii. Gather available information on existing conditions and setup project files.
- iv. Analyze sidewalks and site conditions to determine AOA compatibility and needed improvements.
- v. Preparation of preliminary civil site plan.
- vi. Provide preliminary cost estimate.
- vii. Subconsultant coordination for design development and plan preparation.
- viii. OWNER/DOA coordination and facilitation of submittal of Schematic Design Phase documents.

b. Provide Design Development services to include the following:

- i. Attend four (4) design coordination meetings (1 onsite; 3 virtual).
- ii. Prepare and submit 60% design documents to the OWNER and DOA for review and approval. It is anticipated that 60% design drawings will generally consist of the following elements:
 - Cover & Index Sheet
 - General Notes
 - Construction Safety and Phasing Plan
 - Existing Conditions and Demolition Plan
 - Site Layout Plan
 - Grading, Drainage & Erosion Control Plan
- iii. Quantity calculations and preparation of updated cost estimate.
- iv. Prepare civil technical specifications list.
- v. Subconsultant coordination for design development and plan preparation.
- vi. OWNER/DOA coordination and facilitation of submittal of Design Development Phase documents.

c. Provide Construction Documents services to include the following:



- i. Attend five (5) design coordination meetings (1 onsite; 4 virtual).
- ii. Prepare and submit 90% design documents to the OWNER and DOA for review and approval. It is anticipated that 90% design drawings will generally consist of the following elements:
 - Cover & Index Sheet
 - General Notes
 - Construction Safety and Phasing Plan
 - Existing Conditions and Demolition Plan
 - Site Layout Plan
 - Grading, Drainage & Erosion Control Plan
 - Erosion Control Details
 - Utility Plan
 - Utility Details
 - Miscellaneous Construction Details
- iii. Quantity calculations and preparation of cost estimates for 90% and final submittals.
- iv. Preparation of civil technical specifications.
- v. Preparation of front-end project specifications to include the Advertisement and Instructions to Bidders, Bid Forms, Construction Contract, General Provisions, and Special Provisions.
- vi. Engineer will submit construction estimate and coordinate with DOA for determination of minority goal in conjunction with the 90% submittal and prior to developing bid documents and advertisements.
- vii. Prepare responses to comments provided from DOA review of plans and specifications and incorporate any changes.
- viii. Incorporate 90% review comments and prepare final design, contract drawings, specifications and contract documents.
- ix. Subconsultant coordination for design development and plan preparation.
- x. OWNER/DOA coordination and facilitation of submittal of Schematic Design Phase documents.
- d. Assist OWNER in development of funding application for FAA's Airport Terminals Program.
- e. Prepare and submit Construction Safety and Phasing Plan (CSPP) and the required checklist from Appendix C of Advisory Circular 150/5370-2G to DOA for review. ENGINEER will facilitate review process and address review comments to achieve DOA concurrence prior to submitting to FAA for approval.



- f. Preparation of Form 7460-1, Notice of Proposed Construction, and submittal to FAA for approval prior to construction for the following cases:
 - Permanent Construction (Terminal Expansion & Portico)
 - Temporary Construction Equipment
 - Construction Safety & Phasing Plan (CSPP)
 - g. Prepare the final engineer's report which shall include an analysis and reasons for the design choices; an analysis of the manner that the work will be accomplished; and a project cost estimate based upon the final design. The report shall include all requirements outlined in DOA's AV-203 Engineer Design Report Outline.
 - h. ENGINEER will perform an internal Quality Control (QC) review of the plans, specifications, and contract documents prior to advertising project.
3. **Architectural Design and Plan Preparation:** Provide customary Architectural, Structural, Mechanical, Electrical, and Plumbing Design services for the proposed project. These services will be provided by C Design, as a subconsultant to WK Dickson. Subconsultant proposal is shown in Attachment 'C'.
4. **Bidding:** Bidding services and the bid opening will be completed in accordance with state bidding laws. The ENGINEER will provide the following Bidding services:
 - a. Assist the Owner with advertising the project and distributing the bid documents. The actual cost of the newspaper advertisement shall be paid for by the OWNER.
 - b. Conduct a pre-bid conference in accordance with FAA Advisory Circular AC 150/5370-12B. DOA staff shall be invited to the pre-bid meeting a minimum of five (5) business days' notice.
 - c. Answer contractor questions and issue addenda, if necessary.
 - d. Assist the OWNER in obtaining bids by holding a public bid opening in accordance with state bidding laws.
 - e. Prepare bid tabulation and analysis of bid results. DBE commitments or Good Faith Effort will be provided after bidding and prior to determination of the lowest bidder.
 - f. Provide Recommendation of Award of construction contract for OWNER.
 - g. Assistance in preparation of formal contract documents for the award of construction contract.
 - h. Preparation of Released for Construction plans.

All bidders submitting a bid must be prequalified as a bidder with NCDOT at the time of the bid opening and all subcontractors must be prequalified prior to beginning any work.

If upon completion of bid advertisement and the pre-bid meeting additional solicitation and



pre-bid meetings are required in order to solicit the minimum number of bidders this may be provided as an additional service.

Special Services

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

1. **Geotechnical Engineering:** Geotechnical engineering will be performed to develop geotechnical recommendations for allowable bearing pressure for shallow foundations. Geotechnical engineering will be completed by Falcon Engineering as a subconsultant to the ENGINEER. Subconsultant proposal is shown in Attachment 'D'.

DELIVERABLES

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

1. Electronic copies, in PDF and/or AutoCAD format, of drawings and specifications produced under this contract.
 - Schematic Design Submittal (preliminary plans & cost estimate)
 - 60% & 90% Review Submittals (plans, specifications, & cost estimate)
 - Final Plans, Specifications, & Cost Estimate
2. One (1) hard copy of completed final drawings, specifications, and reports produced under this contract (OWNER only).
3. Electronic copies of FAA Form 7460-1 approval, CSPP and CSPP checklist.
4. Electronic copies, in PDF, of Sealed Engineer's Design Report.
5. Electronic copies, in PDF, of geotechnical report.
6. PDF copy of Pre-Bid meeting minutes and attendance sheet.
7. Certified Bid Tab.
8. Low Bidders Itemized Estimate.
9. Sponsor Concurrence.
10. Non-collusion affidavit.



WK Dickson & Co., Inc.

11. Sub-contractor list with prequalification and DBE status.
12. All items required in the applicable sections of DOA's AV-100, AV-101, AV-102 & AV-103 checklists.

FEE SCHEDULE

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

Basic Services

Project Management and Grant Administration	Lump Sum	\$21,573
Civil Design & Plan Preparation	Lump Sum	\$79,110
Architectural Design & Plan Preparation	Lump Sum	\$144,500
Bidding	Lump Sum	\$16,021

Basic Services

<u>Geotechnical Engineering</u>	<u>Lump Sum</u>	<u>\$1,200</u>
Total		\$262,404

The total fee of all work is in the amount of **\$262,404** and is summarized in Attachment 'A'. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

E-VERIFY

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

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



Requested By:

WAYNE COUNTY

By: _____

Typed Name: Chip Crumpler

Title: County Manager

Date: _____

Chip Crumpler
10/15/24

Accepted By:

W.K. DICKSON & CO., INC.

By: _____

Typed Name: Scott Sigmon

Title: Vice President

Date: _____

ATTACHMENTS

- A. Man-hour Summary
- B. Project Budget
- C. Subconsultant Proposal – Architectural Services
- D. Subconsultant Proposal – Geotechnical Engineering



PROJECT DESCRIPTION: GWW: WA710 - Amendment #1 - Terminal Improvements Design & Bidding				DATE PREPARED: 6-18-24			AVIATION NUMBER:	
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.				TIP NUMBER:			WBS NUMBER:	
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications						SUB-TOTAL
		Principal	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Senior Designer	
	Basic Services							
	1. Project Management & Grant Administration							
a.	Project Formulation & Scope Development	1		4				5
b.	Work Authorization Development, Review, & IFE Coordination	1		8				9
c.	Section 163 Review Request		1	4				6
d.	Grant Administration							
	- Grant Application			2			1	3
	- Grant Reimbursements (assumes 5)			5			10	15
	- Grant Close Out			4			2	6
e.	Project Schedule & Budget Development and Periodic Update			6			2	8
f.	General Project Management (4 hrs / month for 7 months)	1	1	28			4	34
g.	Subconsultant Coordination (scoping, contract, & monthly invoicing)			8			4	12
h.	Owner / Agency Coordination		1	8				9
	Task Subtotals	3	3	77	0	0	0	107
	2. Civil Design & Plan Preparation							
a.	Schematic Design							
i.	Site Visit (1)			5	5			10
ii.	Design Coordination Meetings (2 onsite; 2 virtual)			10	10			20
iii.	Existing Conditions Information Compilation				2		4	6
iv.	AOA Sidewalk Compatibility Analysis			1	2		4	7
v.	Preliminary Site Plan Preparation			1	2		4	7
vi.	Preliminary Cost Estimate Preparation				2		2	4
vii.	Subconsultant Coordination (Design Development & Plan Prep.)			8	2			10
viii.	OWNER/DOA Coordination & Schematic Design Doc. Submittal			4				4
b.	Design Development							
i.	Design Coordination Meetings (1 onsite; 3 virtual)			7	7			14
ii.	60% Plan Preparation	0	1	8	15	0	40	64
iii.	Quantity Calculations & Updated Cost Estimate			1	2		4	7
iv.	Preparation Civil Technical Specification List				2			2
v.	Subconsultant Coordination (Design Development & Plan Prep.)			8	2			10
vi.	OWNER/DOA Coordination & Design Development Doc. Submittal			4				4
c.	Construction Documents							
i.	Design Coordination Meetings (1 onsite; 4 virtual)			8	8			16
ii.	90% Plan Preparation	0	1	8	20	0	50	79
iii.	Quantity Calculations & Cost Estimate Preparation (90% & Final)			2	2		6	10
iv.	Civil Technical Specifications			2	8			10
v.	Front End Specs (Ad./Inv. to Bidders, Bid Forms, Contract, GC, SP)	1		8				13
vi.	DBE Goal Coordination			1				1
vii.	90% Comment Responses (DOA Review)			2	2			4
viii.	Prepare Final Plans & Specs for Bidding (Incorporate 90% Comments)			2	4		8	16
ix.	Subconsultant Coordination (Design Development & Plan Prep.)			12	2			14
x.	OWNER/DOA Coordination & Construction Documents Submittal			4				4
d.	FAA Airport Terminals Program Funding Application Support	1	1	12				16
e.	Prepare and Submit CSPP & Checklist			1	8		1	10
f.	Prepare and Submit 7460-1 Notice of Construction to FAA							
	- Permanent Construction			2			2	4
	- Temporary Construction			2			2	4
	- CSPP			2				2
g.	Engineer's Report			2	12		2	16
h.	QC & Constructability Review	2	8	2				12
	Task Subtotals	4	11	129	119	0	129	400
	3. Architectural Design & Plan Preparation							
	Architectural Services (Sub - See C Design Proposal)							
								\$144,500.00
	4. Bidding							
a.	Bid Advertising and Document Distribution			1				3
b.	Conduct Pre-Bid Conference (prep. attendance, & minutes)			12	5			17
c.	Contractor questions and addenda	1	2	4	12		8	29
d.	Bid Opening			4				6
e.	Bid Tabulation and analysis of bids			2				6
f.	Recommendation of Award	1		2			1	4
g.	Preparation of Contract Documents	1	1	2	2		4	10
h.	Preparation of Released for Construction Plans			1	2		4	7
	Task Subtotals	3	3	28	21	0	12	82
	Special Services							
	1. Geotechnical Engineering							
i.	Geotechnical Engineering (Sub - See Falcon Proposal)							
								\$1,200.00
	TOTAL MANHOURS/CATEGORY:	10	17	234	140	0	141	589
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$65.69	\$59.73	\$50.31	\$35.14
	PAYROLL BURDEN:	\$1,019.00	\$1,280.78	\$16,674.84	\$9,196.60	\$0.00	\$7,121.91	\$1,651.58
	TOTAL WORK HOURS:	589.00						
	TOTAL PAYROLL BURDEN:	\$36,944.71						
	GENERAL OVERHEAD @ 182.83 %:	\$67,546.01						
	SUBTOTAL:	\$104,490.72						
	COMPARATIVE FEE @ 11%:	\$11,493.98						
	Cost of Capital @ 0.44 %	\$162.56						
	TOTAL:	\$116,147.26						
	DIRECT EXPENSES:	\$557.04						
	PRIME GRAND TOTAL:	\$116,704.30						
	Sub Consultant TOTAL:	\$145,700.00						
	GRAND TOTAL:		\$262,404.00					

Project Management & Grant Administration = \$21,573.16
 Civil Design & Plan Preparation = \$79,110.39
 Architectural Design & Plan Preparation (Sub - C Design) = \$144,500.00
 Bidding = \$16,020.75
 Geotechnical Engineering (Sub - Falcon) = \$1,200.00
\$262,404.30

DIRECT EXPENSES					
PROJECT DESCRIPTION: GWW: WA#10 - Amendment #1 - Terminal Improvements Design & Bidding					
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.					
DATE PREPARED: 6-18-24					
GENERAL PROJECT	ITEM	QTY	DESCRIPTION	UNIT COST	
	Travel:				
	Project Management & Grant Administration				
	Site Visit (Roundtrip Raleigh to GWW)	0 Trip(s) @	124 miles @	\$0.560	\$0.00
		0 8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	0 11"x17" Xerox Copies	1 sheets @	\$0.15	\$0.00
		0 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$0.00
	Postage	0 Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Project Management & Grant Administration Total				\$0.00
	Civil Design & Plan Preparation				
	Site Visit (Roundtrip Raleigh to GWW)	5 Trip(s) @	124 miles @	\$0.560	\$347.20
		20 8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$1.80
	Printing	20 11"x17" Xerox Copies	1 sheets @	\$0.15	\$3.00
		10 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$28.20
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Civil Design & Plan Preparation Total				\$380.20
	Bidding				
	Site Visit (Roundtrip Raleigh to GWW)	2 Trip(s) @	124 miles @	\$0.580	\$143.84
		20 8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$1.80
	Printing	20 11"x17" Xerox Copies	1 sheets @	\$0.15	\$3.00
		10 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$28.20
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Bidding Total				\$176.84
	TOTAL				\$557.04

**WAYNE EXECUTIVE JETPORT
PROGRAM BUDGET
TERMINAL IMPROVEMENTS (DESIGN & BIDDING)**

	Project Budget 36237.22.TBD (FY 21)	Project Budget 36237.22.TBD (FY 22/23)
(A101) ADMINISTRATIVE EXPENSES		
Bid Advertisement (Pd. Directly by Owner)	\$ -	\$ 800.00
SUBTOTAL	\$ -	\$ 800.00
(A102) PRELIMINARY ENGINEERING, TESTING		
Geotechnical Engineering (WA #10; Amend. #1; Sub - Falcon)	\$ -	\$ 1,200.00
SUBTOTAL	\$ -	\$ 1,200.00
(A103) PROPERTY ACQUISITION		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
(A104) ENGINEERING SERVICES BASIC FEES		
CATEX (WA #10)	\$ 9,653.00	\$ -
Project Management & Grant Administration (WA #10; Amend. #1)	\$ 21,573.00	\$ -
Civil Design & Plan Preparation (WA #10; Amend. #1)	\$ 12,323.00	\$ 66,787.00
Architectural Design & Plan Preparation (WA #10; Amend. #1)	\$ -	\$ 144,500.00
Bidding (WA #10; Amend. #1)	\$ -	\$ 16,021.00
SUBTOTAL	\$ 43,549.00	\$ 227,308.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE, TESTING, OTHER		
-	\$ -	\$ -
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
(A106) CONSTRUCTION AND PROJECT IMPROVEMENT COST		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
(A108) MISCELLANEOUS EXPENSES		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
GRAND TOTAL	\$ 43,549.00	\$ 229,308.00
Funding:		
Federal Grant	\$ 43,549.00	\$ 206,377.00
State Grant	\$ -	\$ -
Local Match	\$ -	\$ 22,931.00



May 8, 2024

Jason L. Elliot, PE
Project Manager
WK Dickson & Co., Inc.
720 Corporate Center Drive
Raleigh, NC 27607

Reference: **BASIC ARCHITECTURAL SERVICES PROPOSAL**
Wayne Executive Jetport – Terminal Renovation and Expansion
Pikeville, North Carolina

Dear Mr. Elliot:

C Design, the “Architect”, would like to thank you for the opportunity to provide Basic Architectural Services to WK Dickson & Co., Inc., the “Client”. Below you will find the scope of services and the corresponding fees.

The project scope, a renovation and expansion to the existing terminal building for Wayne Executive Jetport, includes the renovation of the lobby and breakroom, ADA improvements to the public toilets, and replacement of the existing HVAC system. The expansion includes the addition of a covered drive and walk to the primary entrance as well as a new training room and office expansion of approximately 900sf. The Airport’s budget for this work is approximately \$1,200,000.00. Basic Engineering Services for this project are included in this proposal and include Structural, Mechanical, Electrical, and Plumbing Design. Civil engineering design is being provided by the Client. This Proposal will supplement an AIA Document or other mutually approved agreement, which is supplemented by the attached “Special Terms & Conditions”, Exhibit A, and the Architect’s fee schedule, Exhibit B. The Architect’s Scope and Fees for Basic Architectural Services are as follows:

SCOPE AND FEES FOR BASIC ARCHITECTURAL SERVICES

<u>SCOPE</u>	<u>FEE</u>
1. Schematic Design	\$ 29,000.00
• Project management and oversight • One (1) project kickoff meeting • One (1) Client coordination meeting with the airport • One (1) site investigation visit • Document existing building in CAD • Up to two (2) virtual design team coordination meetings • Document program requirements • Develop up to three (3) design options • Up to three (3) renderings to establish design intent • Preliminary code review • Consultant coordination • Basic floor plans, reflected ceiling plans, & roof plan • Basic exterior elevations & building sections • Outline specifications • Cost estimate based on square footage costs • Structural systems narrative	

- Mechanical, Electrical, and Plumbing systems narratives
- Submittal of Schematic Design Phase documents to the Client

2. Design Development **\$ 44,000.00**

- Project management and oversight
- One (1) Client coordination meeting with the airport
- Up to three (3) virtual design team coordination meetings
- Code review meeting with local authority
- Consultant coordination
- Floor plans, reflected ceiling plans, & roof plan
- Enlarged plans
- Exterior elevations, building sections, & wall sections
- Interior elevations
- Draft specifications
- Updated cost estimate
- Structural foundation and framing plans
- Mechanical, plumbing, power & lighting plans
- Submittal of Design Development Phase documents to the Client

3. Construction Documents **\$ 64,000.00**

- Project management and oversight
- One (1) Client coordination meeting with the airport
- Up to four (4) virtual design team coordination meetings
- Consultant coordination
- Code information data, assembly details and partition types
- Floor plans, reflected ceiling plans, & roof plan
- Enlarged plans and details
- Exterior elevations, building sections, & wall sections
- Plan and section details
- Door & finish schedules, legends, & details
- Interior Elevations & details
- Technical specifications
- Final cost estimate
- One (1) multi-disciplinary quality control review meeting
- Structural design loads and requirements
- Structural foundation and framing plans and details
- Mechanical, electrical, and plumbing plans, details, & schedules
- Submittal of 90% Construction Documents to the Client
- One (1) 90% comments review meeting
- Complete 100% Construction Documents based on 90% comments
- Submittal of signed and sealed 100% Construction Documents to Client

4.	Permitting & Bidding	\$ 7,500.00
	• Project management and oversight • Submittal of Documents to local authority for plan review • Permitting process clarifications • Submit bid documents to Client • One (1) Pre-bid meeting • Bidder RFI review and execution • Addendums as required • Issue conformed set of Construction Documents to Client	
5.	Contract Administration	Not Included
	TOTAL BASIC ARCHITECTURAL SERVICES FEE =	\$ 144,500.00

* If the project is terminated at any time before Final Project Completion, the Client shall compensate the Architect based on the Fees earned at the time of termination.

REIMBURSABLE EXPENSES

Reimbursable expenses are included the Fee for Basic Architectural Services, and include expenditures made by the Architect and its Consultants in the interest of the Project. The following is a list of reimbursable expenses.

- Reasonable and necessary expenses for reproduction, photography, long-distance phone calls, postage and handling, including general reproduction for office use of the Architect and its consultants.
- Expenses for local travel including mileage (at current IRS rate) and parking.
- Expenses for out-of-town transportation and lodging in connection with the Project

AVAILABLE ADDITIONAL SERVICES

Additional Services are available to the Client and can be provided by the Architect based on the attached Architect’s fee schedule, Exhibit B. These services, which are not covered under the Basic Architectural Services Proposal, will be provided if necessary and requested by the Client. Generally, Additional Services deal with Owner / Client requested expansion to the scope of the project, or program changes and revisions required due to no fault of the Architect. All changes to the scope of the project must be signed, in writing, by both the Architect and the Client before commencement of services. The following is a list of possible Additional Services, and it is not intended to be all-inclusive.

- Built architectural models
- Additional meetings
- Construction Administration services
- Design for inadequate utilities infrastructure beyond 5’-0” outside of the building
- Bid – Alternates requiring significant design & documentation

- Design changes after completion of Design Development Phase
- Attendance at bid opening
- Bid review and tabulation
- Bid recommendation to Client
- Signage consultation and specification beyond code required signage
- Audio-Visual consultation and specification
- Furniture consultation and specification
- Security System consultation and specification
- Telecommunications consultation and specification
- Project delay greater than (30) calendar days upon notice to proceed
- Sustainable design certification
- Value engineering Services

ITEMS REQUIRED FROM CLIENT

The Architect may require certain items from the Client to successfully complete the Basic Architectural Design Services. These items are listed below and are not intended to be all-inclusive

- Access to the Project Site
- Site survey and underground utility locations
- Site development plans
- Geotechnical report
- Environmental assessments
- Meetings at pre-approved times

PRELIMINARY PROJECT SCHEDULE

Upon the Client’s notification to proceed with the Schematic Design Phase, the Architect will begin work.

<i>Phase</i>	<i>Duration</i>
Schematic Design	4 weeks
Design Development	6 weeks
Construction Documents	10 weeks
Permitting & Bidding	8 weeks
Contract Administration	Not included

Due to the limited schedule, it is anticipated that any required Airport approvals will be provided on the next business day following a submittal.

~~INVOICE & PAYMENT SCHEDULE~~

~~The Client shall compensate the Architect based on the fees for each phase as stated above. Additional Services will be billed monthly and hourly. Invoices are due upon receipt. Payments received in excess of 30 days will incur a 1 ½ % per month late charge.~~

C Design is looking forward to a successful project with WK Dickson & Co., Inc., and we thank you for this opportunity.

Respectfully,

Approved by:

C DESIGN

WK DICKSON & CO., INC.



5/8/24
Gary A. Beal, AIA (Date)
Aviation Market Leader & Principal

Jason L. Elliot, PE (Date)
Project Manager

CDI Project Number: 0505 1423/101

Exhibit A

Attachment to Standard Form of Agreement Between Owner and Architect Dated May 8, 2024

Special Terms and Conditions

1. Any construction estimates, if developed by the Architect, are only estimates of probable costs. Provided the Architect has performed in accordance with the standard of care set forth in paragraph 4.a below, the Architect shall not be required to redesign the project under this contract if the final bid price exceeds the preliminary construction cost estimate.
2. All site engineering, landscaping, utilities, P.O.D. preparation, etc., shall not be prepared by the Architect and are not included within the Scope of Services of this Agreement. The Architect shall not be required, in the scope of this contract, to attend zoning related meetings.
3. Acknowledgment of Risk
 - a. Professional services provided by the Architect and the Architect's consultants under this Agreement necessarily require the active participation of the Owner. It is the Owner's responsibility to establish, as may be reasonably necessary for the Architect to perform its services, goals and objectives for the project, to identify budgetary constraints, and to make key decisions involving trade-offs between time or cost and quality and, in some cases, between time or cost and economic risk. To facilitate such decision making, the Architect shall make investigations, conduct evaluations, and present alternatives to the Owner in accordance with the standard of care set forth in paragraph 4.a. below. Should the Owner desire more detailed investigations of alternatives, the Architect shall conduct such investigations, subject to the constraints of time and cost budgeted by the Owner for that purpose, as an Additional Service.
 - b. Where such decisions are made by the Owner and savings in time or cost realized as a result, the savings accrue to the benefit of the Owner. At the same time, responsibility for the trade-offs involved must be assumed by the Owner. In recognition thereof and notwithstanding anything to the contrary contained herein, it is understood and agreed that where the Owner makes a decision that is contrary to the recommendation of the Architect, then the Architect shall not be responsible for the consequences of any adverse impact on quality and any and all economic risks attributable to any such decision, so long as the Architect, in acting on any such decision, provides architectural services in accordance with the standard of care set forth in paragraph 4.a. below.
4. Standard of Care
 - a. Notwithstanding any other provisions of this Agreement, the parties agree that the Architect and its Consultants will be required to exercise that degree of care and skill ordinarily exercised at the time services are performed, under similar circumstances, by reputable members of their profession, practicing in the same or similar locality on projects of similar type and complexity (the common law standard), recognizing that such standard does not require perfection and allows for some errors, omissions, conflicts, and ambiguities on the part of the Architect. No other warranty, stipulation of service or condition of performance set out elsewhere in this Agreement, expressed or implied, shall be construed to supersede, modify, or mitigate this understanding.
 - b. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall be construed:
 1. To constitute a guarantee, warranty, or assurance, either expressed or implied, that the Architect's services will yield or accomplish a perfect outcome for the project; or

2. To obligate the Architect to exercise professional skill or judgment greater than that required pursuant to paragraph 4.a. above; or
 3. As an assumption by the Architect of the liability of any other party; or
 4. To mean that the Architect shall be responsible for providing cost or budget estimates or that the Architect shall be held liable for any claims, liabilities, demands, losses, costs, or expenses that in any way relate to cost or budget estimates. Any review or evaluation of cost data, budgets or estimates by the Architect shall not be interpreted as the Architect's approval or ratification of such cost data, budgets, or estimates.
5. Original Buildings
 - a. The Owner waives all claims for, and agrees to defend, indemnify, and hold the Architect and its consultants, agents, representatives, and employees harmless from and against any and all claims, losses, costs, expenses and causes of action, including attorney's fees, court costs and all other reasonable costs of defense, in any way arising out of the following matters (hereafter "claims"), whether or not contributed to by the negligence (including sole negligence) of the indemnities:
 1. Claims which are the result, in whole or in part, of deficiencies in the condition of the building existing prior to this agreement,
 2. Claims arising from the use of the above-referenced design standard in the remedial work,
 3. Claims arising out of damage sustained by any portion of the building not redesigned, altered, or constructed pursuant to this agreement.
 - b. As to any claim not falling within the above categories, the Owner will indemnify the Architect and its Consultants unless the Owner establishes, by clear and convincing evidence that the negligence of the Architects and its Consultants, compared with the negligence of all other persons or parties, is greater than fifty percent (50%).
 - c. In all events, the Owner agrees to limit any claims against the Architect and its Consultants to the amount of available insurance, and to hold the Architect and its Consultants harmless for any claims in excess of such insurance.
6. Hidden Conditions
 - a. Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for negligence on the part of the Architect and its Consultants, the Owner will hold harmless and indemnify the Architect and its Consultants for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

EXHIBIT B



WAYNE EXECUTIVE JETPORT TERMINAL RENOVATION
Tasks & Fees
May 8, 2024

	Principal	Visual Designer	Sr. Project Architect	Project Architect	Interior Designer	Project Designer	
TASK 1. SCHEMATIC DESIGN PHASE							
PROJECT MANAGEMENT AND OVERSIGHT	2			16			
ONE (1) PROJECT KICKOFF MEETING	6			6			
ONE (1) DESIGN REVIEW MEETINGS	3			6			
ONE (1) SITE INVESTIGATION VISIT				6		6	
DOCUMENT EXSITING BUILDING IN CAD				2		24	
TWO (2) VIRTUAL DESIGN TEAM COORD. MEETINGS				2	2	2	
DOCUMENT PROGRAM REQUIREMENTS						4	
DEVELOP UP TO THREE (3) DESIGN OPTIONS		1		4	4	12	
THREE (3) RENDERINGS TO ESTABLISH DESIGN INTENT		1				16	
PRELIMINARY CODE REVIEW			2			4	
CONSULTANT COORDINATION				4			
30% FLOOR PLANS			1	2	4	8	
30% REFLECTED CEILING PLANS			1	2	4		
30% ROOF PLAN			1	2		8	
30% EXTERIOR ELEVATIONS			1	2		8	
30% BUILDING SECTIONS			1	2		8	
COST ESTIMATE				2		6	
30% SUBMITTAL TO CLIENT						2	
SUBTOTAL	\$2,000	\$337	\$896	\$6,255	\$1,131	\$8,725	\$19,344
TASK 1 STAFFING SUBTOTAL							
RAW RATE	11	2	7	58	14	108	
OVERHEAD PERCENTAGE (157%)	\$64.90	\$60.10	\$45.67	\$38.50	\$28.84	\$28.84	
SUBTOTAL	\$101.89	\$94.36	\$71.70	\$60.45	\$45.28	\$45.28	
PROFIT (9%)	\$166.79	\$154.46	\$117.37	\$98.95	\$74.12	\$74.12	
RATE	\$15.01	\$13.90	\$10.56	\$8.91	\$6.67	\$6.67	
	\$182	\$168	\$128	\$108	\$81	\$81	\$19,344
CONSULTANTS							
STRUCTURAL ENGINEERING							\$3,800
- REVIEW GEOTECHNICAL REPORT							
- STRUCTURAL SYSTEMS NARRATIVE							
- BI-WEEKLY DESIGN MEETINGS							
MECHANICAL ELECTRICAL AND PLUMBING ENGINEERING							\$3,220
- DESIGN REVIEW AND MEP SYSTEMS REQUIREMENTS							
- MEP SYSTEMS NARRATIVES							
- BI-WEEKLY DESIGN MEETINGS							
SPECIFICATIONS WRITER							\$1,500
TASK 1 CONSULTANT SUBTOTAL							\$8,520
EXPENSES							
							\$1,136
TASK 1 TOTAL							
							\$29,000

TASK 2. DESIGN DEVELOPMENT PHASE								
PROJECT MANAGEMENT AND OVERSIGHT	2			24				
ONE (1) DESIGN REVIEW MEETINGS				6				
THREE (3) VIRTUAL DESIGN TEAM COORD. MEETINGS				3	3	3		
CODE REVIEW MEETING WITH LOCAL AUTHORITY				2				
CONSULTANT COORDINATION				4				
60% FLOOR PLANS			2	4	8	16		
60% REFLECTED CEILING PLANS			2	4	16			
60% ROOF PLAN			2	4		16		
60% ENLARGED PLANS			2	4	16			
60% EXTERIOR ELEVATIONS			2	4		16		
60% BUILDING SECTIONS			2	4		16		
60% WALL SECTIONS			2	4		16		
60% INTERIOR ELEVATIONS			2	4	12			
UPDATED COST ESTIMATE				2		6		
60% SUBMITTAL TO CLIENT						4		
SUBTOTAL	\$364	\$0	\$2,047	\$7,873	\$4,443	\$7,513	\$22,240	
TASK 2 STAFFING SUBTOTAL	2	0	16	73	55	93		
RAW RATE	\$64.90	\$60.10	\$45.67	\$38.50	\$28.84	\$28.84		
OVERHEAD PERCENTAGE (157%)	\$101.89	\$94.36	\$71.70	\$60.45	\$45.28	\$45.28		
SUBTOTAL	\$166.79	\$154.46	\$117.37	\$98.95	\$74.12	\$74.12		
PROFIT (9%)	\$15.01	\$13.90	\$10.56	\$8.91	\$6.67	\$6.67		
RATE	\$182	\$168	\$128	\$108	\$81	\$81	\$22,240	
CONSULTANTS								
STRUCTURAL ENGINEER								\$9,000
- FOUNDATION PLANS								
- FRAMING PLANS								
- DRAFT SPECIFICATIONS								
- BI-WEEKLY DESIGN MEETINGS								
MECHANICAL ELECTRICAL AND PLUMBING ENGINEERS								\$3,640
- MECHANICAL ELECTRICAL AND PLUMBING PLANS								
- DRAFT SPECIFICATIONS								
- BI-WEEKLY DESIGN MEETINGS								
SPECIFICATIONS WRITER								\$7,500
TASK 2 CONSULTANT SUBTOTAL								\$20,140
EXPENSES								\$1,620
TASK 2 TOTAL								\$44,000

TASK 3. CONSTRUCTION DOCUMENT PHASE							
PROJECT MANAGEMENT & OVERSIGHT	2			24			
ONE (1) DESIGN REVIEW MEETINGS				6			
FOUR (4) VIRTUAL DESIGN TEAM COORD. MEETINGS				4	4	4	
CONSULTANT COORDINATION				8			
90% CODE DATA, ASSEMBLY DETAILS, & PARTITION TYPES			2	4		8	
90% FLOOR PLANS			2	4	16	16	
90% REFLECTED CEILING PLANS			2	4	24		
90% ROOF PLAN			2	4		24	
90% ENLARGED PLANS & DETAILS			2	4	24		
90% EXTERIOR ELEVATIONS			2	4		24	
90% BUILDING SECTIONS			2	4		24	
90% WALL SECTIONS			2	4		24	
90% PLAN & SECTION DETAILS			2	4		24	
90% DOOR & FINISH SCHEDULES LEGENDS & DETAILS			2	4	24		
90% INTERIOR ELEVATIONS & DETAILS			2	4	24		
FINAL COST ESTIMATE				2		8	
ONE (1) MULTI-DISCIPLINARY QC REVIEW MEETING							
90% SUBMITTAL TO CLIENT				4			
ONE (1) 90% COMMENTS REVIEW MEETING				4			
COMPLETE 100% CONSTRUCTION DOCUMENTS			2	8		32	
100% SUBMITTAL TO CLIENT				4			
SUBTOTAL	\$364	\$0	\$3,070	\$11,648	\$9,372	\$15,188	\$39,642
TASK 3 STAFFING SUBTOTAL	2	0	24	108	116	188	
RAW RATE	\$64.90	\$60.10	\$45.67	\$38.50	\$28.84	\$28.84	
OVERHEAD PERCENTAGE (157%)	\$101.89	\$94.36	\$71.70	\$60.45	\$45.28	\$45.28	
SUBTOTAL	\$166.79	\$154.46	\$117.37	\$98.95	\$74.12	\$74.12	
PROFIT (9%)	\$15.01	\$13.90	\$10.56	\$8.91	\$6.67	\$6.67	
RATE	\$182	\$168	\$128	\$108	\$81	\$81	\$39,642
CONSULTANTS							
STRUCTURAL ENGINEER							\$10,000
- STRUCTURAL DESIGN LOADS/REQUIREMENTS							
- FOUNDATION PLANS AND DETAILS							
- FRAMING PLANS AND DETAILS							
- TECHNICAL SPECIFICATIONS							
- BI-WEEKLY DESIGN MEETINGS							
- QUALITY CONTROL REVIEW MEETING							
MECHANICAL ELECTRICAL AND PLUMBING ENGINEER							\$6,300
- MECHANICAL PLANS, SCHEDULES & DETAILS							
- ELECTRICAL PLANS, SCHEDULES, RISERS & DETAILS							
- PLUMBING PLANS, SCHEDULES, RISERS & DETAILS							
- TECHNICAL SPECIFICATIONS							
- BI-WEEKLY DESIGN MEETINGS							
- QUALITY CONTROL REVIEW MEETING							
SPECIFICATIONS WRITER							\$6,500
TASK 3 CONSULTANT SUBTOTAL							\$22,800
EXPENSES							\$1,558
TASK 3 TOTAL							\$64,000

TASK 4. PERMITTING & BIDDING PHASE							
PROJECT MANAGEMENT & OVERSIGHT	2			6			
SUBMITTAL OF DOCUMENTS FOR PLAN REVIEW						2	
PERMITTING PROCESS CLARIFICATIONS				2		8	
SUBMIT B/D DOCUMENTS TO CLIENT						2	
ONE (1) PRE-BID CONFERENCE				6			
BIDDER RFI REVIEW AND EXECUTION				2		8	
ISSUE ADDENDA AS NECESSARY				2		8	
ISSUE CONFORMED SET OF CONSTRUCTION DOCUMENTS						4	
SUBTOTAL	\$0	\$0	\$0	\$1,941	\$0	\$2,585	\$4,527
TASK 4 STAFFING SUBTOTAL	2	0	0	18	0	32	
RAW RATE	\$64.90	\$60.10	\$45.67	\$38.50	\$28.84	\$28.84	
OVERHEAD PERCENTAGE (157%)	\$101.89	\$94.36	\$71.70	\$60.45	\$45.28	\$45.28	
SUBTOTAL	\$166.79	\$154.46	\$117.37	\$98.95	\$74.12	\$74.12	
PROFIT (9%)	\$15.01	\$13.90	\$10.56	\$8.91	\$6.67	\$6.67	
RATE	\$182	\$168	\$128	\$108	\$81	\$81	\$4,527
CONSULTANTS							
STRUCTURAL ENGINEER							\$1,200
MECHANICAL ELECTRICAL AND PLUMBING ENGINEER							\$840
SPECIFICATIONS WRITER							\$500
TASK 4 CONSULTANT SUBTOTAL							\$2,540
EXPENSES							
							\$433
TASK 4 TOTAL							\$7,500
AVERY CO. AIRPORT TERMINAL AND MRO HANGAR - Fee Subtotal							
							\$144,500



June 20, 2024

Mr. Jason L. Elliott, PE
jelliott@wkdickson.com
Project Manager
WK Dickson & Co., Inc.
720 Corporate Center Drive
Raleigh, NC 27607

Re: **Contract Amendment No. 1**
GWW Parking Lot Drainage Improvements and Terminal Expansion
Pikeville, North Carolina
Falcon Project No.: G23046.00

Jason:

Based on our correspondence, we understand the project now includes expansion of the existing terminal building. The contract amendment increases our scope of services to review the geotechnical data obtained and to provide design recommendations and construction considerations for foundations and slabs-on-grade. Our recommendations will be provided in an addendum to our original geotechnical report dated September 27, 2023. This additional work can be completed by July 3rd, 2024, for an additional Lump Sum Fee of \$1,200.

If this Contract Amendment is acceptable, please provide us with a Contract Amendment for our existing "Aviation Subconsultant Contract for Professional Services" for our execution.

Respectfully submitted:

FALCON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read "Allan Paul".

Allan Paul, PE
Principal / Senior Project Manager

A handwritten signature in black ink, appearing to read "Jeremy R. Hamm".

Jeremy R. Hamm, PE
Principal / Director of Engineering

Jason Elliott

From: Allan Paul <apaul@falconengineers.com>
Sent: Thursday, June 20, 2024 12:53 PM
To: Jason Elliott
Cc: Jeremy Hamm
Subject: RE: [External] - GWW - Parking Lot Drainage Improvements

Yes. I guess just send a new subconsultant agreement over for our review and execution with our contract amendment attached. We can set it up in our system as a separate project. We don't have a need to re-write the contract amendment as a proposal unless you do.

ALLAN PAUL, PE
PRINCIPAL / SENIOR PROJECT MANAGER

M: 919-714-2715
E: APAU@FALCONENGINEERS.COM

From: Jason Elliott <jelliott@wkdickson.com>
Sent: Thursday, June 20, 2024 12:16 PM
To: Allan Paul <apaul@falconengineers.com>
Cc: Jeremy Hamm <jhamm@falconengineers.com>
Subject: RE: [External] - GWW - Parking Lot Drainage Improvements

Thanks, Allan. Would it be possible to set this up as a new contract for our Terminal Improvements project instead of an amendment?

Thanks!

Jason L. Elliott, PE
Project Manager
WK Dickson & Co., Inc.
Office: 919-256-5616
Mobile: 919-412-7235

From: Allan Paul <apaul@falconengineers.com>
Sent: Thursday, June 20, 2024 12:08 PM
To: Jason Elliott <jelliott@wkdickson.com>
Cc: Jeremy Hamm <jhamm@falconengineers.com>
Subject: RE: [External] - GWW - Parking Lot Drainage Improvements

Jason,

Thank you for the follow up and my sincerest apologies for the delay. Please find the attached CA.

ALLAN PAUL, PE
PRINCIPAL / SENIOR PROJECT MANAGER

M: 919-714-2715
E: APAU@FALCONENGINEERS.COM

**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2024-26: A RESOLUTION IN SUPPORT OF CONGRESSIONAL
FUNDING FOR THE DISASTER RELIEF FUND, CONTINUANCE OF HALTED
RECOVERY PROJECTS, AND SUFFICIENT PROVISIONS TO PREVENT
FUTURE IMMEDIATE NEEDS FUNDING**

WHEREAS, ON August 7, 2024, the Federal Emergency Management Agency (FEMA) announced that the Disaster Relief Fund (DRF) had become depleted, forcing the agency to transition to Immediate Needs Funding (INF) and halting more than \$6.1 billion in recovery activities across the country; and

WHEREAS, the DRF is a critical source of funding for disaster response and recovery efforts, and recent funding gaps have placed undue strain on state and local governments, hindering long-term recovery projects; and

WHEREAS, in 2023, over 840 counties experienced at least one major disaster, with 28 separate billion-dollar disasters totaling over \$92 billion in damages; and

WHEREAS, in just two weeks, we have seen our coastal community, and our mountain region, suffer historic, catastrophic damage from storms and a hurricane, including entire cities and towns decimated, many lives lost, and infrastructure damaged beyond repair; and

WHEREAS, when FEMA operates under INF, long-term recovery efforts are delayed as disaster funding is severely restricted across the country; and

WHEREAS, this unpredictability places an undue burden on disaster survivors and local governments, and complicates already onerous programs with many counties relying on loans to cover recovery costs; and

WHEREAS, rising interest rates can further increase financial strain, potentially affecting county credit ratings, particularly in smaller or rural areas; and

WHEREAS, Congress can prevent disruptions in recovery and ensure communities receive timely support after disasters by fully funding the DFR, helping counties avoid significant challenges in addressing both immediate and long-term recovery needs; and

WHEREAS, Congress is urged to address the current shortfall by replenishing the Disaster Relief Fund (DRF) through the Continuing Resolution; is requested to include an additional \$10 billion in disaster relief to support ongoing recovery efforts and prevent future funding gaps; is requested to backfill the \$6.1 billion in projects halted due to the transition to INF and ensure these funds are available; and finally, Congress is asked to include provisions to avoid the need for INF next year, ensuring more stable and predictable funding for disaster recovery.

NOW, THEREFORE, the Wayne County Board of Commissioners unequivocally expresses its support and endorsement for Congress to fully fund the Disaster Relief Fund, and backfill all projects halted due to the transition to Immediate Needs Funding, including provisions to avoid the need for Immediate Needs Funding in the coming years.

This the 15th day of October, 2024.




Christopher Gurley, Chairman
Wayne County Board of Commissioners

Attest:


Carol Bowden, Clerk to the Board

Work Authorization #11
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
GWW: Stormwater Improvements CA
October 1, 2024

CONTRACT FOR PROFESSIONAL SERVICES

Dated April 21, 2021
(Expiration Date: April 21, 2025)

PROJECT DESCRIPTION

Wayne County (OWNER) wishes to proceed with construction phase services for the Stormwater Improvements project at the Wayne Executive Jetport (GWW). GWW is drained through a network of stormwater culverts and multiple ditches to an onsite stream, which drains from the western edge of the property and enters into a tributary of Stoney Creek. Localized erosion occurs, very steep side slopes makes maintenance very difficult, and there is evidence of potential failure in some of the existing, aged, corrugated metal pipes (CMPs). Some of the pipes are too small and/or installed too high, and there are many locations that don't provide positive drainage. Additionally, an onsite pond serving as potential waterfowl attractant and existing tree line poses safety risks. The purpose of the project is to establish a durable and efficient stormwater drainage system and improve the operational safety at the airport.

The project was designed and bid with two separate bid schedules. Bid Schedule No. 1 is for construction of the Corporate Area Access Road and Bid Schedule No. 2 is for the construction of the stormwater improvements portion of the project. This work authorization is for the work associated with the Bid Schedule No. 2 Base Bid. A separate work authorization will be prepared for construction phase services for Bid Schedule No. 1. Design and bidding were previously completed under Work Authorization #3. Bid Schedule No. 2 is being funded by County ARPA funds.

The below scope of services outlines project management, construction administration, construction observation, and project closeout services to be provided by WK Dickson (ENGINEER) to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

SCOPE OF SERVICES

Basic Services

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



1. **Project Management:** Project Management shall generally consist of the following:
 - a. Project Formulation and Scope Development.
 - b. Work authorization development.
 - c. Develop and update project schedule, budget, and cash flow.
 - d. General project management including invoicing, scheduling, and coordination.
 - e. General Owner coordination.

2. **Construction Administration:** The ENGINEER will provide Construction Administration services for the Schedule No. 2 Base Bid of the Stormwater Improvements construction. Construction Administration services shall include the following:
 - a. Conduct pre-construction conference with OWNER and Contractor prior to the Notice-to-Proceed (NTP); develop and distribute meeting minutes.
 - b. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 - c. Conduct bi-monthly progress meetings with the OWNER and the Contractor. Progress meetings will also include a site visit to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. Develop and distribute meeting minutes and site report to OWNER and Contractor.
 - d. Make visits to the site at intervals appropriate to the various stages of construction (assumed 4 visits) to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents.
 - e. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit.
 - f. Provide design clarifications and recommendations during construction. Review and respond to Requests for Information (RFIs) from Contractor and issue bulletin drawings for construction changes as required.
 - g. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation



resulting from the proposed revisions.

- h. Based upon ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owed to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts.
- i. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and determine if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed). Develop and distribute punch-list inspection report to OWNER and Contractor.

3. **Project Closeout:** The ENGINEER will provide the following Project Closeout services:

- a. Prepare for OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based upon the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- b. Preparation of Final Engineer's Report of Construction. The final report shall be in accordance with DOA's AV-204, *Engineer's Construction Report Outline*.
- c. Compilation and submittal of closeout documentation.

Special Services

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

1. **Full-Time Construction Observation (RPR):** ENGINEER will furnish a Resident Project Representative (RPR) to assist ENGINEER in observing performance of the work. Duties, responsibilities, and limitations of authority of the Resident Project Representative shall be in accordance with Section IV of the General Provisions of the Contract for Professional Services.

Construction observation for this agreement is based on the construction contract duration for the Bid Schedule No. 2 Base Bid, which is 90 calendar days. It is estimated RPR will work the following assumed schedule: 40 hours per week for 13 weeks.

2. **Quality Assurance (QA) Testing:** Provide quality assurance testing in accordance with the contract specifications and the testing criteria contained therein. Quality assurance testing will include inspection and testing of soils and concrete for the Bid Schedule No. 2 Base Bid.



Quality Assurance Testing will be provided by Falcon Engineering as a subconsultant to WK Dickson. Falcon's proposal is included in Attachment 'B'.

DELIVERABLES

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

1. Signed NTP for construction from OWNER.
2. LOI to subcontract
3. PDF copy of progress meeting minutes and attendance sheets.
4. RPR inspection reports (as requested).
5. Record Drawings (PDF and one hard copy for OWNER).
6. Final Engineer's Report of Construction

FEE SCHEDULE

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

Basic Services

Project Management	Lump Sum	\$15,532
Construction Administration	Lump Sum	\$69,630
Project Closeout	Lump Sum	\$9,363

Basic Services

Full-Time Construction Observation	NTE	\$83,446
<u>Quality Assurance (QA) Testing</u>	<u>NTE</u>	<u>\$20,000</u>
Total		\$197,971

The total fee of all work is in the amount of **\$197,971** and is summarized in Attachment 'A'.



WK Dickson & Co., LLC

Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

E-VERIFY

The Contractor and any of its subcontractors must comply with the requirements of the North Carolina General Statutes, if applicable, which require certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

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

Requested By:

WAYNE COUNTY

By: 
Typed Name: Chip Crumpler
Title: County Manager
Date: 10/15/24

Accepted By:

W.K. DICKSON & CO., INC.

By: _____
Typed Name: Scott Sigmon
Title: Vice President
Date: _____

ATTACHMENTS

- A. Man-hour Summary
- B. Sub-Consultant Proposal – QA Testing



PROJECT DESCRIPTION: GWW: WA #11 - Stormwater Improvements CA				DATE PREPARED: 10-1-24				AVIATION NUMBER:	
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.				TIP NUMBER:				WBS NUMBER:	
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications							SUB-TOTAL
		Principal	Senior Project Manager	Project Manager	Senior Project Engineer	Senior Designer	Construction Observer	Admin.	
	Basic Services								
	1. Project Management								
a.	Project Formulation & Scope Development	1	1	4					6
b.	Work Authorization Development	1	1	8					10
c.	Project Schedule & Budget Development and Periodic Update			12				2	14
d.	General Project Management (4 hrs / month for 5 months)	1	1	20				5	27
e.	Owner Coordination	1		12				2	15
	Task Subtotals	4	3	56	0	0	0	9	72
	2. Construction Admin. (Sched. 2 Base Bid - 90 Days + 30 Pre-Con.)								
a.	Preconstruction Conference (Prep, attendance & minutes)			12	4				16
b.	General Construction Administration (4 hours/week @ 18 weeks)	4	2	72	18				96
c.	Bi-Monthly Progress Meetings & Site Visit (6 Meetings)		2	48	12			4	66
d.	Site Visits (Assumes 4)			12	12				24
e.	Shop Drawing Review			4	16	24			44
f.	Clarifications / RFI Review / Bulletin Drawings		2	4	8	8			22
g.	Change Orders / Supplemental Agreements	1		4	4	2		2	13
h.	Contractor Pay Requests (Assumes 4)			16				4	20
i.	Substantial Completion Inspection & Issuance of Punch List			8	5				13
	Final Inspection			6	5				11
	Task Subtotals	5	6	174	80	34	0	10	309
	4. Project Closeout								
a.	Record Drawings			2	8	16			26
b.	Final Engineer's Construction Report		1	2	8	4		2	17
c.	Construction Closeout Documentation	1		4				2	7
	Task Subtotals	1	1	8	16	20	0	4	50
	Special Services								
	1. Full-Time Construction Observation (Sched. 2 Base Bid - 90 Days)								
a.	Pre-Construction Conference						5		5
b.	Construction Observation (Assumed 40 hours/week for 13 weeks)						520		520
c.	Substantial & Final Completion Inspections						10		10
	Task Subtotals	0	0	0	0	0	535	0	535
	2. Quality Assurance (QA) Testing								
a.	QA Testing (Sub - See Falcon Proposal)	\$20,000.00							
	TOTAL MANHOURS/CATEGORY:	10	10	250	100	54	535	23	982
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$65.69	\$50.51	\$45.13	\$35.14	
	PAYROLL BURDEN:	\$1,019.00	\$753.40	\$17,815.00	\$6,569.00	\$2,727.54	\$24,144.55	\$808.22	
	TOTAL WORK HOURS:	982.00							
	TOTAL PAYROLL BURDEN:	\$53,836.71							
	GENERAL OVERHEAD @ 182.83 %:	\$98,429.66							
	SUBTOTAL:	\$152,266.37							
	COMPARATIVE FEE @ 11%:	\$16,749.30							
	Cost of Capital @ 0.44 %	\$236.88							
	TOTAL:	\$169,252.55							
	DIRECT EXPENSES:	\$8,718.93							
	PRIME GRAND TOTAL:	\$177,971.48							
	Sub Consultant TOTAL:	\$20,000.00							
	GRAND TOTAL:	\$197,971.00							

Project Management = \$15,531.82
 Construction Administration = \$69,630.16
 Project Closeout = \$9,363.55
 Full-Time Construction Observation = \$83,445.95
 QA Testing = \$20,000.00
\$197,971.48

DIRECT EXPENSES					
PROJECT DESCRIPTION: GWW: WA #11 - Stormwater Improvements CA					
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.					
DATE PREPARED: 10-1-24					
GENERAL PROJECT	ITEM	QTY	DESCRIPTION	UNIT COST	
	Travel:				
	Project Management				
	Site Visit (Roundtrip Raleigh to GWW)	0 Trip(s) @	124 miles @	\$0.560	\$0.00
		0 8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	0 11"x17" Xerox Copies	1 sheets @	\$0.15	\$0.00
		0 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$0.00
	Postage	0 Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Project Management and Grant Administration Total				\$0.00
	Construction Administration				
	Site Visit (Roundtrip Raleigh to GWW)	13 Trip(s) @	124 miles @	\$0.560	\$902.72
		8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	62 11"x17" Xerox Copies	1 sheets @	\$0.15	\$9.30
		62 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$174.84
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Construction Administration Total				\$1,086.86
	Project Closeout				
	Site Visit (Roundtrip Raleigh to GWW)	0 Trip(s) @	124 miles @	\$0.580	\$0.00
		8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	31 11"x17" Xerox Copies	1 sheets @	\$0.15	\$4.65
		31 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$87.42
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Project Closeout Total				\$92.07
	Full-Time Construction Observation				
	Site Visit (Roundtrip ILM to GWW)	65 Trip(s) @	200 miles @	\$0.580	\$7,540.00
		8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	0 11"x17" Xerox Copies	1 sheets @	\$0.15	\$0.00
		0 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$0.00
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Part-Time CO Total				\$7,540.00
	TOTAL				\$8,718.93



October 3, 2024

Mr. Jason L. Elliott, PE

jelliott@wkdickson.com

Project Manager

WK Dickson & Co., Inc.

720 Corporate Center Dr

Raleigh, North Carolina 27607

Re: **Proposal for Construction Materials Testing (CMT)**
Wayne Executive Jetport (GWW) Stormwater Improvements
Pikeville, North Carolina
Falcon Proposal No. TP-24-059

Dear Mr. Elliott,

Falcon Engineering Inc. (Falcon) is pleased to present this proposal to provide construction materials testing services for the above referenced project. Falcon is a local, proven, successful geotechnical engineering, construction materials testing / special inspections team comprised of engineers, project managers, and inspectors with a vast amount of local and regional experience on construction projects. The following proposal presents our understanding of the project, our proposed scope of services.

PROJECT DESCRIPTION

Falcon understands that WK Dickson & Co., Inc. (WKD) is the design Engineer of Record for stormwater improvements at the Wayne Executive Jetport (GWW). The proposed improvements are divided into two (2) phases.

Proposed Phase 1 improvements include stripping and grubbing, embankment, construction of a new drive and parking area, and storm drain installation within an existing drainage ditch. Proposed Phase 2 improvements include stripping and grubbing, embankment construction, and storm drain installation within an existing drainage ditch.

Should any of the information presented above be inaccurate, we request that we be notified so that we may review the new information and make any necessary changes to the scope and fee presented herein.

SCOPE OF SERVICES

Based on the project information provided, summarized herein, and our experience providing CMT services for similar projects, we anticipate our scope of CMT services to include testing and inspection for the following project construction components:

- Proofrolling of cleared site subgrades prior to the placement of new fill.
- Providing recommendations for undercut of existing soils prior to placement of new fill as needed.
- Laboratory Compaction Testing of soil samples to be used within embankments.
- Observation of fill placement and compaction testing for new embankment.
- Observation of trench backfill placement and compaction testing for storm drain.
- Proofrolling of prepared subgrades prior to the placement of ABC stone.
- Compaction testing of ABC stone placed for pavements.
- Proofrolling ABC stone prior to paving.
- Field compaction testing of hot mix asphalt by nuclear method.
- Obtaining drilled core samples of asphalt pavements for laboratory compaction testing.

- Limited sampling and testing of ready-mix concrete placed for pipe collars and/or walks.

EXCLUSIONS

The following items are specifically excluded from our proposal and have not been factored into the proposed budgets:

- Recording quantities of materials used during construction other than undercut recommended by Falcon.
- Observation/inspection of storm drain installation for pipe size, length, bedding, grade, material, and accessories.

PROJECT MANAGEMENT & REPORTING

Our project organization will include CMT field and laboratory personnel working under the supervision of our assigned Project Manager. Our Project Manager, with direction and assistance from one of our Senior Registered Engineers, will oversee the administrative functions for the project, including assignment of appropriate field personnel, review of field / laboratory testing data and inspection results, review and follow-through on notable non-conforming items, and communication with members of the project team. Throughout the project, Falcon's Project Manager will maintain active engagement with you and the design / construction teams to ensure delivery of a quality product that meets your needs. We strongly believe that a successful project is the result of a partnership between all key parties.

- We will provide electronic copies of each daily report and alert you, and the design / construction team, to observed non-conforming items in PDF format via electronic mail.
- We will provide any QA test results and summary reporting similar to NCDOT's process.

SCHEDULING OF FALCON FIELD PERSONNEL

Falcon requires advance notice to formally request the on-site presence and services of our Field Personnel. To avoid confusion and inefficiencies, we strongly advise that only one (1) responsible party (typically the CMs or GCs Superintendent) be responsible for scheduling of Falcon Field Personnel. To request and schedule Falcon Field Personnel for testing and inspection services, please review the attached memo, and follow the instructions. On this project, non-engineer Falcon field personnel are contracted to perform tests, make observations of work performed, provide test results, and indicate noted discrepancies from the project plans and specifications. If you feel that site conditions warrant a Registered Engineer's opinion or recommendation, please contact us to schedule services using the same guidelines mentioned above.

FEE ESTIMATE

Our field services will be provided on a time-and-materials basis, portal to portal from our Cary office in accordance with the attached unit rate schedule. Based on our experience with similar projects, the project description, project construction schedule and scope of services outlined herein, we recommend the following budget allowances for the cost of our CMT services.

Task	NOT-TO-EXCEED FEE
Task 1 - Bid Schedule 1	\$37,000
Task 2 - Bid Schedule 2	\$20,000
Total Estimated Fee	\$57,000

The basis of our proposed budget allowances is as follows:

- The Task 1 estimated fee is based on completing the required testing in thirty (30) trips to the site and within 222 field service man-hours (182 regular hours and 40 overtime hours).
- The Task 2 estimated fee is based on completing the required testing in twenty-four (24) trips to the site and within 100 field service man-hours (92 regular hours and 8 overtime hours).

- The total field service hours for each task are based on the assumption that the maximum amount of budgeted undercut is required to complete each task. If project conditions reveal favorable soil conditions, then our expenses and labor hours will decrease accordingly.
- The estimated fee is based on industry standards field and laboratory materials testing methods, frequencies, and sampling protocols including but not limited to using 4-inch by 8-inch cylinder molds for concrete testing, casting one (1) set of five (5) concrete testing cylinders per 100 cy of concrete placed, performing laboratory compaction and index testing of soil samples per 1,000 cy used in embankment construction, and obtaining four (4) drilled asphalt cores for each layer of asphalt placed for laboratory compaction testing.
- The estimated fee is based on testing compaction of soil and ABC stone using nuclear method.

Factors that commonly have an adverse effect on CMT estimated fees include adverse weather, more overtime work than assumed, additional site visits to re-test or re-inspect non-conforming materials, administrative tracking and resolution of more discrepancy notices than assumed, site visits by engineering staff to quantify earthwork pay items such as unsuitable soils and rock, provision of engineering recommendations based on site conditions encountered, additional laboratory testing, attendance at more project meetings than assumed, and performance of additional services not included herein. We will invoice on a monthly basis as our services are provided. All invoices are payable within thirty (30) days.

AUTHORIZATION

If this proposal is acceptable, please execute and return the attached Agreement for Professional Services or provide us with a professional services agreement or similar document with this proposal attached as an exhibit in its entirety for our review. Please note that review of any agreement may take up to 10 business days.

We appreciate the opportunity to provide our services and look forward to working with you on this and many other future projects. If you have any questions or desire additional information about Falcon and the many ways in which we may benefit you, please contact us at 919.871.0800.

Sincerely,

Falcon Engineering, Inc.



Justin Gerner, PE
Project Engineer



Allan Paul, PE
Principal / Senior Project Engineer

Enclosures:

- Falcon 2024 Unit Rate Schedule
- Scheduling Guidelines for Falcon Engineering Field-Personnel
- Standard Terms and Agreement

UNIT RATE SCHEDULE

FALCON ENGINEERING, INC.

FIELD SERVICES

Engineering Technician, per hour	\$85.00
Construction Inspector, per hour	\$95.00
Steel Inspector / NDT Technician, per hour	\$125.00
Field Staff Professional, per hour	\$105.00
Field Senior Professional, per hour	\$165.00
Overtime (OT); field services >8 hours/day, >40 hours/week, nights (6pm-6am), weekends & national holidays	Regular Rate x 1.5

Notes: There is a 4-hour minimum charge for all hourly field services.

Hourly field services are provided portal to portal from our Cary office, including report preparation time.

Vehicle & Standard Equipment, per day (for sites within 30-mile radius of Falcon office)	\$85.00
Utility Terrain Vehicle (UTV), per week	\$750.00
Kessler DCP, per day	\$150.00
GPS Unit (Handheld), per day	\$150.00
GPR Unit (Concrete Scanner), per day	\$300.00
PID Unit, per day	\$150.00
Equipment for Coring Asphalt and Concrete, per day	\$500.00
On-Site Concrete Curing Box, per week	\$100.00
Nuclear Density Gauge, per day	\$85.00
NDT Steel Testing Equipment (UT/MT/PT), per day	\$150.00
Floor Flatness Profiler, per day	\$250.00
Per Diem, per person, per day (for out-of-town work that requires overnight stay)	\$195.00
Subcontracted Field Services, Direct Expenses & Equipment Rentals	Cost + 15%

Note: Other field services can be provided. Availability of those services and applicable unit rates can be provided upon request.

PROFESSIONAL SERVICES

Project Administrator, per hour	\$85.00
CADD Technician, per hour	\$95.00
Staff Professional, per hour	\$105.00
Senior Professional, per hour	\$165.00
Project Manager, per hour	\$175.00
Registered Engineer/Geologist, per hour	\$185.00
Project Executive/Senior Registered Engineer, per hour	\$195.00
Subcontracted Professional Services, Travel Living Expenses & Commercial Travel	Cost + 15%

LABORATORY SERVICES

Moisture Content, each	\$25.00
Sieve Analysis with Wash 200, each	\$125.00
Atterberg Limits Test, each	\$125.00
Organic Content of Soil (LOI), each	\$55.00
Standard Proctor Compaction, each	\$250.00
Modified Proctor Compaction, each	\$280.00
Soaked CBR, per point	\$250.00
Swell Test, each	\$200.00
Compressive Strength Testing of 4"x8" Concrete Cylinders, each	\$20.00
Compressive Strength Testing of 6"x12" Concrete Cylinders, each	\$50.00
Compressive Strength Testing of Concrete Core Samples, each (6" diameter or less)	\$225.00
Compressive Strength Testing of 2"x2" Cubes, each	\$40.00
Compressive Strength Testing of 3"x3"x6" Masonry Grout Samples, each	\$75.00
Compressive Strength Testing of 2" Rock Core, each	\$225.00
Asphalt Bulk Specific Gravity of Core Samples, each	\$75.00
SFRM Density, each	\$75.00
Subcontracted Laboratory Services	Cost + 15%

Note: Other laboratory services can be provided. Availability of those services and applicable unit rates can be provided upon request.

EFFECTIVE THROUGH DECEMBER 31, 2024

Unit rates are subject to change after the effective date expires and annually thereafter.

Scheduling Guidelines for Falcon Engineering Field-Personnel

Falcon Engineering requires advanced notice to formally request the on-site presence and services of Falcon Engineering Field Personnel. To request and schedule Falcon Engineering Field Personnel for testing and inspection services, please contact the representative below:

Mr. Patrick Clark	
CMT Scheduling Coordinator	
919-900-0823	pclark@falconengineers.com
Monday-Friday work requests	Weekend/Night work requests
• Submit requests by 1:00 PM the day before services are needed	• Submit requests at least 48 hours before services are needed.

Any request made without using the guidelines mentioned above will not be guaranteed inspection and/or testing services. Please note that any work performed that requires proper inspections and/or testing may be deemed unacceptable by the Owner, Structural Engineer, and/or Architect if performed in the absence of Falcon Engineering Field Personnel.

Falcon Engineering Field Personnel are contracted to perform tests, make observations of work performed, provide test results, and indicate noted discrepancies from the project plans or specifications. If you feel that site conditions warrant a Registered Engineer's opinion or recommendation, please contact us to schedule services using the guidelines mentioned above.

Thank you for your cooperation.

We look forward to hearing from you!

BID TABULATION SHEET

OWNER: Wayne Executive Jetport

PROJECT: WA#3 Stormwater Improvement Project

LOCATION: 224 E. Walnut Street, Goldsboro, NC 27530

DATE: September 27, 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:				ALLEN GRADING COMPANY		FRED SMITH COMPANY		BARBOUR BROTHERS CONSTRUCT		S.T. WOOTEN CORP.		
Address:				340 Arrington Bridge Rd Goldsboro, NC 27530		701 Corporate Center Dr, Ste 101 Raleigh, NC 27607		PO Box 95 Pikeville, NC 27863		PO Box 2408 Wilson, NC 27894		
License Number/Bid Bond				NC License No. 36649		NC License No. 43848		NC License No. 75557		NC License No. 2835		
ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Bid Schedule 1 (Access Road and Parking Lot)												
1	C-105	Mobilization	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 35,800.00	\$ 35,800.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
2	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 110,350.00	\$ 110,350.00	\$ 65,000.00	\$ 65,000.00	\$ 45,000.00	\$ 45,000.00
3	C-102-1	Temporary Seeding and Mulching	1	AC	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 4,250.00	\$ 4,250.00	\$ 2,800.00	\$ 2,800.00
4	C-102-2	Temporary Construction Entrance	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 13,500.00	\$ 27,000.00	\$ 9,100.00	\$ 18,200.00
5	C-102-3	Temporary Linear Fiber Roll	630	LF	\$ 5.00	\$ 3,150.00	\$ 5.00	\$ 3,150.00	\$ 12.00	\$ 7,560.00	\$ 22.00	\$ 13,860.00
6	C-102-4	Temporary Fiber Roll Outlet	4	EA	\$ 150.00	\$ 600.00	\$ 800.00	\$ 3,200.00	\$ 855.00	\$ 3,420.00	\$ 221.00	\$ 884.00
7	C-102-5	Temporary Fiber Check Dams	6	EA	\$ 300.00	\$ 1,800.00	\$ 500.00	\$ 3,000.00	\$ 515.00	\$ 3,090.00	\$ 221.00	\$ 1,326.00
8	C-102-7	Erosion Control Matting (Coir Fiber Matting)	60	SY	\$ 5.00	\$ 300.00	\$ 9.00	\$ 540.00	\$ 7.00	\$ 420.00	\$ 9.50	\$ 570.00
9	C-102-8	Erosion Control Matting (Straw Fiber Matting)	600	SY	\$ 3.00	\$ 1,800.00	\$ 3.50	\$ 2,100.00	\$ 4.00	\$ 2,400.00	\$ 4.15	\$ 2,490.00
10	C-102-9	Class B Rip Rap	15	SY	\$ 85.00	\$ 1,275.00	\$ 145.00	\$ 2,175.00	\$ 120.00	\$ 1,800.00	\$ 220.00	\$ 3,300.00
11	P-101-2	Cold Milling 1.5" (Pavement Milling)	10	SY	\$ 250.00	\$ 2,500.00	\$ 775.00	\$ 7,750.00	\$ 400.00	\$ 4,000.00	\$ 550.00	\$ 5,500.00
12	Plans	Remove Fence	100	LF	\$ 10.00	\$ 1,000.00	\$ 15.00	\$ 1,500.00	\$ 15.00	\$ 1,500.00	\$ 115.00	\$ 11,500.00
13	P-151	Clearing and Grubbing	1	AC	\$ 12,000.00	\$ 12,000.00	\$ 27,450.00	\$ 27,450.00	\$ 28,000.00	\$ 28,000.00	\$ 35,000.00	\$ 35,000.00
14	P-152-2	Embankment in Place (EIP)	400	CY	\$ 35.00	\$ 14,000.00	\$ 18.00	\$ 7,200.00	\$ 30.00	\$ 12,000.00	\$ 140.00	\$ 56,000.00
15	P-152-3	Unstable Excavation (Undercut Removal & Replacement with Onsite Material)	600	CY	\$ 45.00	\$ 27,000.00	\$ 50.00	\$ 30,000.00	\$ 70.00	\$ 42,000.00	\$ 52.00	\$ 31,200.00
16	D-701-1	18" RCP Class III with Rubber Gaskets	30	LF	\$ 72.00	\$ 5,040.00	\$ 208.00	\$ 14,560.00	\$ 170.00	\$ 11,900.00	\$ 109.00	\$ 7,630.00
17	D-701-8	18" Concrete Flared End Section	2	EA	\$ 3,500.00	\$ 7,000.00	\$ 2,045.00	\$ 4,090.00	\$ 2,750.00	\$ 5,500.00	\$ 1,950.00	\$ 3,900.00
18	32-11-23	Aggregate Base Course (NCDOT ABC)	290	CY	\$ 52.50	\$ 15,225.00	\$ 112.00	\$ 32,480.00	\$ 125.00	\$ 36,250.00	\$ 104.00	\$ 30,160.00
19	32-12-16	Asphalt Concrete Surface Course, NCDOT Type S 9.5B	125	TON	\$ 173.25	\$ 21,656.25	\$ 157.00	\$ 19,625.00	\$ 160.00	\$ 20,000.00	\$ 150.00	\$ 18,750.00
20	32-12-16	Asphalt Concrete Intermediate Course, NCDOT Type I 19.0C	210	TON	\$ 171.56	\$ 36,027.60	\$ 142.00	\$ 29,820.00	\$ 160.00	\$ 33,600.00	\$ 125.00	\$ 26,250.00
21	P-603	Emulsified Asphalt Tack Coat	220	GAL	\$ 15.00	\$ 3,300.00	\$ 1.00	\$ 220.00	\$ 12.00	\$ 2,640.00	\$ 10.00	\$ 2,200.00
22	32-13-13	Concrete Sidewalk, 4" Depth	3	SY	\$ 135.00	\$ 405.00	\$ 350.00	\$ 1,050.00	\$ 750.00	\$ 2,250.00	\$ 700.00	\$ 2,100.00
23	Plans	Concrete Wheel Stop	8	EA	\$ 125.00	\$ 1,000.00	\$ 125.00	\$ 1,000.00	\$ 115.00	\$ 920.00	\$ 350.00	\$ 2,800.00
24	32-17-23	Waterborne Pavement Marking Lines (4", White)	205	LF	\$ 1.50	\$ 307.50	\$ 2.00	\$ 410.00	\$ 4.00	\$ 820.00	\$ 4.00	\$ 820.00
25	32-17-23	Waterborne Pavement Marking Lines (4", Yellow)	790	LF	\$ 1.50	\$ 1,185.00	\$ 2.00	\$ 1,580.00	\$ 4.00	\$ 3,160.00	\$ 4.00	\$ 3,160.00
26	32-17-23	Waterborne Pavement Marking Lines (4", Blue)	80	LF	\$ 1.50	\$ 120.00	\$ 2.00	\$ 160.00	\$ 4.00	\$ 320.00	\$ 4.00	\$ 320.00
27	32-17-23	Waterborne Pavement Marking Lines (24", White)	18	LF	\$ 5.00	\$ 90.00	\$ 5.00	\$ 90.00	\$ 12.00	\$ 216.00	\$ 11.00	\$ 198.00
28	32-17-23	Waterborne Pavement Marking Legend (White & Blue)	1	EA	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 175.00	\$ 175.00	\$ 165.00	\$ 165.00
29	Plans	Roadway & Parking Space Signs	2	EA	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 600.00	\$ 1,450.00	\$ 2,900.00	\$ 650.00	\$ 1,300.00
30	T-901	Permanent Seeding and Mulching	1	AC	\$ 3,000.00	\$ 3,000.00	\$ 4,880.00	\$ 4,880.00	\$ 5,500.00	\$ 5,500.00	\$ 3,250.00	\$ 3,250.00
31	T-905-1	Topsoil (Obtained Onsite)	130	CY	\$ 35.00	\$ 4,550.00	\$ 36.00	\$ 4,680.00	\$ 38.00	\$ 4,940.00	\$ 30.00	\$ 3,900.00
32	T-905-2	Topsoil (Disposed Offsite)	80	CY	\$ 25.00	\$ 2,000.00	\$ 20.00	\$ 1,600.00	\$ 32.00	\$ 2,560.00	\$ 55.00	\$ 4,400.00
TOTAL SCHEDULE 1 BID:						\$ 250,811.35		\$ 340,340.00		\$ 373,091.00		\$ 375,933.00
Bid Schedule 2 - Base Bid (Stormwater Improvements)												
1	C-105	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 40,000.00	\$ 40,000.00	\$ 97,000.00	\$ 97,000.00
2	C-100	Contractor Quality Control Program (CQCP)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 174,589.00	\$ 174,589.00	\$ 51,000.00	\$ 51,000.00	\$ 151,100.00	\$ 151,100.00
3	C-102-1	Temporary Seeding and Mulching	2	AC	\$ 1,500.00	\$ 3,000.00	\$ 3,500.00	\$ 7,000.00	\$ 4,250.00	\$ 8,500.00	\$ 2,800.00	\$ 5,600.00
4	C-102-2	Temporary Construction Entrance	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 3,500.00	\$ 7,000.00	\$ 30,000.00	\$ 60,000.00	\$ 14,600.00	\$ 29,200.00
5	C-102-3	Temporary Linear Fiber Roll	930	LF	\$ 5.00	\$ 4,700.00	\$ 5.00	\$ 4,700.00	\$ 12.00	\$ 11,280.00	\$ 22.00	\$ 20,660.00
6	C-102-4	Temporary Fiber Roll Outlet	4	EA	\$ 150.00	\$ 600.00	\$ 80.00	\$ 320.00	\$ 855.00	\$ 3,420.00	\$ 225.00	\$ 900.00

WVD # 20220389 00 RA

Wayne Executive Jetport - WA#3 Stormwater Improvement Project

Page 2

Firm:					ALLEN GRADING COMPANY		FRED SMITH COMPANY		BARBOUR BROTHERS CONSTRUCT		S.T. WOOTEN CORP.	
Address:					340 Amington Bridge Rd Goldsboro, NC 27530		701 Corporate Center Dr, Ste 101 Raleigh, NC 27607		PO Box 95 Pikeville, NC 27863		PO Box 2408 Wilson, NC 27804	
License Number/Bid Bond					NC License No. 36849		NC License No. 43848		NC License No. 75557		NC License No. 2835	
ITEM NO.	PAYMENT SPECIFICATION REFERENCE	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
20	D-701-6	54" RCP Class IV with Rubber Gaskets	162	LF	\$ 216.00	\$ 34,992.00	\$ 455.00	\$ 73,710.00	\$ 635.00	\$ 102,870.00	\$ 490.00	\$ 79,380.00
21	D-701-10	36" Concrete Headwall	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 8,450.00	\$ 16,900.00	\$ 9,000.00	\$ 18,000.00	\$ 5,700.00	\$ 11,400.00
22	D-701-12	54" Concrete Headwall	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 14,500.00	\$ 29,000.00	\$ 11,000.00	\$ 22,000.00	\$ 9,000.00	\$ 18,000.00
23	D-751-1	Precast Concrete Manhole	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,700.00	\$ 7,700.00
24	T-901	Permanent Seeding and Mulching	4	AC	\$ 4,000.00	\$ 16,000.00	\$ 5,000.00	\$ 20,000.00	\$ 5,500.00	\$ 22,000.00	\$ 3,250.00	\$ 13,000.00
25	T-905-1	Topsoil (Obtained Onsite)	1,000	CY	\$ 25.00	\$ 25,000.00	\$ 25.00	\$ 25,000.00	\$ 30.00	\$ 30,000.00	\$ 30.00	\$ 30,000.00
TOTAL SCHEDULE 2 - ADDITIVE BID 1:						\$ 620,130.00		\$ 632,632.00		\$ 585,320.00		\$ 742,197.00
Bid Schedule 2 - Additive Bid 2 (Stormwater Improvements)												
1	C-103	Additional Cost for Contractor Quality Control Program (CQCP)	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 17,201.00	\$ 17,201.00	\$ 8,000.00	\$ 8,000.00	\$ 43,000.00	\$ 43,000.00
2	C-102-9	Class B Rip-Rap	65	SY	\$ 85.00	\$ 5,525.00	\$ 135.00	\$ 8,775.00	\$ 145.00	\$ 9,425.00	\$ 220.00	\$ 14,300.00
3	P-152-2	Embarkment in Place (Fill)	2,303	SY	\$ 25.00	\$ 57,500.00	\$ 23.00	\$ 52,900.00	\$ 8.00	\$ 18,400.00	\$ 62.00	\$ 142,600.00
4	P-152-4	Unstable Excavation (Undercut Removal & Replacement with Foundation Stone Material)	55	CY	\$ 125.00	\$ 6,875.00	\$ 225.00	\$ 12,375.00	\$ 200.00	\$ 11,000.00	\$ 115.00	\$ 6,325.00
5	D-701-5	54" RCP Class III with Rubber Gaskets	353	LF	\$ 216.00	\$ 76,248.00	\$ 425.00	\$ 150,025.00	\$ 545.00	\$ 192,385.00	\$ 490.00	\$ 172,970.00
6	D-701-12	54" Concrete Headwall	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 17,500.00	\$ 35,000.00	\$ 11,000.00	\$ 22,000.00	\$ 9,000.00	\$ 18,000.00
TOTAL SCHEDULE 2 - ADDITIVE BID 2:						\$ 183,648.00		\$ 276,276.00		\$ 261,210.00		\$ 397,196.00
Bid Schedule 2 - Additive Bid 3 (Stormwater Improvements)												
1	C-103	Additional Cost for Contractor Quality Control Program (CQCP)	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 7,906.00	\$ 7,906.00	\$ 8,000.00	\$ 8,000.00	\$ 30,500.00	\$ 30,500.00
2	C-102-9	Class B Rip-Rap	30	SY	\$ 85.00	\$ 2,550.00	\$ 135.00	\$ 4,050.00	\$ 145.00	\$ 4,350.00	\$ 220.00	\$ 6,600.00
3	P-152-2	Embarkment in Place (Fill)	300	CY	\$ 35.00	\$ 10,500.00	\$ 25.00	\$ 7,500.00	\$ 8.00	\$ 2,400.00	\$ 51.00	\$ 15,300.00
4	P-152-4	Unstable Excavation (Undercut Removal & Replacement with Foundation Stone Material)	15	CY	\$ 125.00	\$ 1,875.00	\$ 250.00	\$ 3,750.00	\$ 200.00	\$ 3,000.00	\$ 200.00	\$ 3,000.00
5	D-701-2	30" RCP Class III with Rubber Gaskets	106	LF	\$ 120.00	\$ 12,720.00	\$ 150.00	\$ 15,900.00	\$ 375.00	\$ 39,750.00	\$ 165.00	\$ 17,490.00
6	D-701-9	30" Concrete Headwall	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 8,750.00	\$ 8,750.00	\$ 8,500.00	\$ 8,500.00	\$ 6,100.00	\$ 6,100.00
7	T-901	Permanent Seeding and Mulching	0.1	AC	\$ 7,500.00	\$ 750.00	\$ 25,000.00	\$ 2,500.00	\$ 8,000.00	\$ 800.00	\$ 3,250.00	\$ 325.00
8	T-905-1	Topsoil (Obtained Onsite)	30	CY	\$ 35.00	\$ 1,050.00	\$ 40.00	\$ 1,200.00	\$ 30.00	\$ 900.00	\$ 100.00	\$ 3,000.00
9	Plans	Concrete Pipe Collar (Per NCDOT 840.72)	1	CY	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00
TOTAL SCHEDULE 2 - ADDITIVE BID 3:						\$ 41,445.00		\$ 56,056.00		\$ 71,200.00		\$ 85,115.00
Bid Schedule 2 - Additive Bid 4 (Stormwater Improvements)												
1	C-103	Additional Cost for Contractor Quality Control Program (CQCP)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 9,094.00	\$ 9,094.00	\$ 8,000.00	\$ 8,000.00	\$ 30,500.00	\$ 30,500.00
2	C-102-9	Class B Rip-Rap	30	SY	\$ 85.00	\$ 2,550.00	\$ 135.00	\$ 4,050.00	\$ 145.00	\$ 4,350.00	\$ 220.00	\$ 6,600.00
3	P-101-5	Remove 30" RCP	6	LF	\$ 75.00	\$ 450.00	\$ 85.00	\$ 510.00	\$ 90.00	\$ 540.00	\$ 100.00	\$ 600.00
4	P-152-2	Embarkment in Place (Fill)	110	CY	\$ 30.00	\$ 3,300.00	\$ 35.00	\$ 3,850.00	\$ 8.00	\$ 880.00	\$ 137.00	\$ 15,070.00
5	P-152-4	Unstable Excavation (Undercut Removal & Replacement with Foundation Stone Material)	10	CY	\$ 125.00	\$ 1,250.00	\$ 250.00	\$ 2,500.00	\$ 200.00	\$ 2,000.00	\$ 105.00	\$ 1,050.00
6	D-701-2	30" RCP Class III with Rubber gaskets	79	LF	\$ 120.00	\$ 9,480.00	\$ 155.00	\$ 12,245.00	\$ 395.00	\$ 31,205.00	\$ 165.00	\$ 13,035.00
7	D-701-9	30" Concrete Headwall	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00
8	T-901	Permanent Seeding and Mulching	0.1	AC	\$ 7,500.00	\$ 750.00	\$ 25,000.00	\$ 2,500.00	\$ 8,000.00	\$ 800.00	\$ 3,250.00	\$ 325.00
9	T-905-1	Topsoil (Obtained Onsite)	20	CY	\$ 25.00	\$ 500.00	\$ 65.00	\$ 1,300.00	\$ 30.00	\$ 600.00	\$ 100.00	\$ 2,000.00
10	Plans	Concrete Pipe Collar (Per NCDOT 840.72)	1	CY	\$ 500.00	\$ 500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,500.00	\$ 3,500.00	\$ 2,800.00	\$ 2,800.00
TOTAL SCHEDULE 2 - ADDITIVE BID 4:						\$ 27,780.00		\$ 49,049.00		\$ 60,375.00		\$ 78,480.00
Summary												
TOTAL SCH 1 + SCH 2 BASE BID:						\$ 691,014.35		\$ 995,117.00		\$ 1,030,908.00		\$ 1,356,718.00
TOTAL SCH 1 + SCH 2 BASE BID + ADDITIVE BID 1:						\$ 1,311,144.35		\$ 1,627,749.00		\$ 1,616,128.00		\$ 2,098,915.00
TOTAL SCH 1 + SCH 2 BASE BID + ADDITIVE BID 2:						\$ 874,662.35		\$ 1,271,393.00		\$ 1,292,116.00		\$ 1,753,913.00
TOTAL SCH 1 + SCH 2 BASE BID + ADDITIVE BID 3:						\$ 732,459.35		\$ 1,051,173.00		\$ 1,102,108.00		\$ 1,441,833.00
TOTAL SCH 1 + SCH 2 BASE BID + ADDITIVE BID 4:						\$ 718,794.35		\$ 1,044,166.00		\$ 1,091,281.00		\$ 1,435,198.00

October 4, 2024

**WAYNE EXECUTIVE JETPORT (GWW)
PROGRAM BUDGET
STORMWATER IMPROVEMENTS (PHASE I)**

	Schedule 1 Budget FAA AIG Grant 36237.22.20.1	Schedule 2 Budget County ARPA
ADMINISTRATIVE EXPENSES		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
PRELIMINARY ENGINEERING, PERMITTING & TESTING		
Permitting Fee	\$ -	\$ 767.00
SUBTOTAL	\$ -	\$ 767.00
PROPERTY ACQUISITION		
Temporary Easement Acquisition	\$ -	\$ 25,000.00
SUBTOTAL	\$ -	\$ 25,000.00
ENGINEERING SERVICES		
Design & Bidding Services (WKD WA #3)	\$ -	\$ 176,620.00
Add. Design Services (WKD WA #3; Amend. #1)	\$ -	\$ 27,500.00
Construction Services - Sched. 2 (WKD WA #11)	\$ -	\$ 174,457.00
Project Management & Grant Administration (Schedule 1)	TBD	\$ -
Construction Administration (Schedule 1)	TBD	\$ -
Project Closeout (Schedule 1)	TBD	\$ -
SUBTOTAL	\$ -	\$ 378,577.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE, TESTING, OTHER		
Full-Time Construction Observation (Schedule 1)	TBD	\$ -
QA Testing (Schedule 1)	TBD	\$ -
Full-Time Construction Observation (Schedule 2 - WA #11)	\$ -	\$ -
QA Testing (WKD WA #11)	\$ -	\$ 20,000.00
SUBTOTAL	\$ -	\$ 20,000.00
CONSTRUCTION COSTS		
SW Improvements - Schedule No. 1	\$ 360,360.00	\$ -
SW Improvements - Schedule No. 2 - Base Bid	\$ -	\$ 634,757.00
SUBTOTAL	\$ 360,360.00	\$ 634,757.00
(A108) MISCELLANEOUS EXPENSES		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
GRAND TOTAL	\$ 360,360.00	\$ 1,059,101.00
Funding:		
County ARPA:	-	\$ 946,500.00
Federal Grant:	\$ 324,324.00	-
State Grant:	-	-
Local Match:	\$ 36,036.00	\$ 112,601.00



October 4, 2024

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

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

Dear Chip:

Bids for the Stormwater Improvements project at the Wayne Executive Jetport (GWW) were received by the County on Friday, September 27, 2024, at 2:00 PM. Four (4) bids were received and read aloud publicly in accordance with North Carolina bidding laws. Bids were received from the following:

- Allen Grading Company, Inc.
- FSC II, LLC dba Fred Smith Company
- Barbour Brothers Construction, Inc.
- S.T. Wooten Corporation

The low bid was received from Allen Grading Company, Inc., with a Schedule 1 plus Schedule 2 Base Bid amount of \$691,014.35. The second lowest bid, received from FSC II, LLC dba Fred Smith Company included a Schedule 1 plus Schedule 2 Base Bid amount of \$995,117.00. 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 participation goal of 3.0%. Per the project specifications and NCDOT policy, only firms certified through the North Carolina Unified Certification Program (NCUCP) as DBE in NCDOT's Directory of Transportation Firms qualify towards the DBE goal. Although certified as a Historically Underutilized Business (HUB) through the NC Department of Administration, Allen Grading Company is not certified as DBE through NCUCP and is not listed as DBE in the Directory of Transportation Firms. Through coordination with NCDOT's Office of Civil Rights, it was confirmed that the contractor would have to be DBE certified to fulfill the DBE goal and that the HUB certification is not sufficient. Allen Grading Company's bid did not meet the DBE goal requirements, and they were unable to provide a Good Faith Effort for trying to meet the goal.

Mr. Chip Crumpler
October 4, 2024
Page 2

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 Allen Grading Company, Inc. should be rejected as non-responsive.

WK Dickson has reviewed the FSC II, dba Fred Smith Company proposal and has deemed the proposal to be the lowest responsive, responsible bid. The Stormwater Improvements project was bid with two separate bid schedules. Bid Schedule 1 will utilize available FAA Airport Infrastructure Grant (AIG) funds to cover 90% of the Schedule 1 construction costs, along with a 10% local, County match. Bid Schedule 2 will utilize County ARPA funds that have been previously dedicated to this project.

Based on our review of the proposal documents, WK Dickson recommends that Wayne County award the referenced project to FSC II, LLC dba Fred Smith Company. We recommend award of Schedule 1 (\$360,360.00) plus the Schedule 2 Base Bid (\$634,757.00) for a total contract amount of \$995,117.00. 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., LLC

A handwritten signature in blue ink, appearing to read "J. Elliott", is written over the printed name and title.

Jason L. Elliott, PE
Aviation Project Manager

Enclosures

PROJECT DESCRIPTION: GWW, WA #11 - Stormwater Improvements CA				DATE PREPARED: 10-1-24			AVIATION NUMBER:		
PREPARED BY: Jason L. Elliott / WK Dickson & Co., Inc.				TIP NUMBER:			WBS NUMBER:		
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications							SUB-TOTAL
		Principal	Senior Project Manager	Project Manager	Senior Project Engineer	Senior Designer	Construction Observer	Admin.	
	Basic Services								
	1. Project Management								
a.	Project Formulation & Scope Development	1	1	4					6
b.	Work Authorization Development	1	1	8					10
c.	Project Schedule & Budget Development and Periodic Update			12				2	14
d.	General Project Management (4 hrs / month for 5 months)	1	1	20				5	27
e.	Owner Coordination	1		12				2	15
	Task Subtotals	4	3	56	0	0	0	9	72
	2. Construction Admin. (Sched. 2 Base Bid - 90 Days + 30 Pre-Con.)								
a.	Preconstruction Conference (Prep, attendance & minutes)			12	4				16
b.	General Construction Administration (4 hours/week @ 18 weeks)	4	2	72	18				96
c.	Bi-Monthly Progress Meetings & Site Visit (6 Meetings)		2	48	12			4	66
d.	Site Visits (Assumes 4)			12	12				24
e.	Shop Drawing Review			4	16	24			44
f.	Clarifications / RFI Review / Bulletin Drawings		2	4	8	8			22
g.	Change Orders / Supplemental Agreements	1		4	4	2		2	13
h.	Contractor Pay Requests (Assumes 4)			16				4	20
i.	Substantial Completion Inspection & Issuance of Punch List			8	5				13
	Final Inspection			6	5				11
	Task Subtotals	5	6	174	80	34	0	10	309
	4. Project Closeout								
a.	Record Drawings			2	8	16			26
b.	Final Engineer's Construction Report		1	2	8	4		2	17
c.	Construction Closeout Documentation	1		4				2	7
	Task Subtotals	1	1	8	16	20	0	4	50
	Special Services								
	1. Full-Time Construction Observation (Sched. 2 Base Bid - 90 Days)								
a.	Pre-Construction Conference						5		5
b.	Construction Observation (Assumed 40 hours/week for 13 weeks)						520		520
c.	Substantial & Final Completion Inspections						10		10
	Task Subtotals	0	0	0	0	0	535	0	535
	2. Quality Assurance (QA) Testing								
a.	QA Testing (Sub - See Falcon Proposal)	\$20,000.00							
	TOTAL MANHOURS/CATEGORY:	10	10	250	100	54	535	23	982
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$65.69	\$50.51	\$45.13	\$35.14	
	PAYROLL BURDEN:	\$1,019.00	\$753.40	\$17,815.00	\$6,569.00	\$2,727.54	\$24,144.55	\$808.22	
	TOTAL WORK HOURS:	982.00							
	TOTAL PAYROLL BURDEN:	\$53,836.71							
	GENERAL OVERHEAD @ 182.83 %:	\$98,429.66							
	SUBTOTAL:	\$152,266.37							
	COMPARATIVE FEE @ 11%:	\$16,749.30							
	Cost of Capital @ 0.44 %:	\$236.88							
	TOTAL:	\$169,252.55							
	DIRECT EXPENSES:	\$8,718.93							
	PRIME GRAND TOTAL:	\$177,971.48							
	Sub Consultant TOTAL:	\$20,000.00							
GRAND TOTAL:		\$197,971.00							

Project Management = \$15,531.82
 Construction Administration = \$69,630.16
 Project Closeout = \$9,363.55
 Full-Time Construction Observation = \$83,445.95
 QA Testing = \$20,000.00
\$197,971.48

Journal Proof Report



Journal Number: 530 Year: 2025 Period: 4

Description: Jetport

Reference 1: 98 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-532300	Radar-Flight Track-Satellite			\$2400.00	
BUA	6324530-383900	Miscellaneous Revenue				\$3000.00
BUA	6324530-399100	Fund Balance Appropriated			\$600.00	
			Journal 2025/4/530	Total	\$3000.00	\$3000.00

Journal Proof Report



Journal Number: 531 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104200-512100	Salaries and Wages				\$18000.00
BUA	1104200-512400	Regular Part Time Pay			\$18000.00	
			Journal 2025/4/531	Total	\$18000.00	\$18000.00

Journal Proof Report



Journal Number: 532 Year: 2025 Period: 4

Description: Finance

Reference 1: 104 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	6324530-559000	Capital Outlay-Infrastructure			\$858600.19	
	E-ARPA -Jetport -Stormwater-					
BUA	2154328-559000	Capital Outlay-Infrastructure				\$858600.19
	E-ARPA -Jetport -Stormwater-					
BUA	2154328-598000	Transfers to Other Funds			\$858600.19	
BUA	2154328-558000	Capital Out-Bldg Struct & Impr				\$35793.35
	E-ARPA -RevReplace-Fac Serv -Lib-Fremon					
BUA	2154328-551000	Capital Outlay-Equipment				\$1613.00
	E-ARPA -EMS -Radios -					
BUA	2154328-558000	Capital Out-Bldg Struct & Impr			\$1600.00	
	E-ARPA -EMS -Asphalt -					
BUA	2154328-562000	Grant Expenditures			\$68757.52	
BUA	6324530-398200	Transfers from Other Funds-SRF				\$858600.19
BUA	2154328-335000-ARPA	Grant Revenues				\$32951.17
Journal 2025/4/532				Total	\$1787557.90	\$1787557.90

Journal Proof Report



Journal Number: 533 Year: 2025 Period: 4

Description: SW

Reference 1: 105 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6247420-535200	Repairs & Maint-Equipment			\$33867.41	
BUA	6247410-383940	Insurance Reimbursements				\$33867.41
			Journal 2025/4/533	Total	\$33867.41	\$33867.41

Journal Proof Report



Journal Number: 534 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104170-523100	Program Supplies			\$5880.26	
BUA	1104200-599000	Contingency				\$5880.26
			Journal 2025/4/534	Total	\$5880.26	\$5880.26

Journal Proof Report



Journal Number: 535 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	2154328-552000	Capital Outlay-Computers			\$5025.51	
BUA	2154328-562000	Grant Expenditures				\$5025.51
			Journal 2025/4/535	Total	\$5025.51	\$5025.51

Journal Proof Report



Journal Number: 536 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-539500	Training				\$12070.00
BUA	1104370-518310	Employee Assistance Program			\$12070.00	
			Journal 2025/4/536	Total	\$12070.00	\$12070.00

Journal Proof Report



Journal Number: 537 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2154328-554000	Capital Outlay-Vehicles			\$288389.33	
	E-ARPA -EMS -Ambulances-					
BUA	2154328-562000	Grant Expenditures				\$288389.33
			Journal 2025/4/537	Total	\$288389.33	\$288389.33

Journal Proof Report



Journal Number: 745 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-526200	Non-Capital Computer Equipment				\$200.00
BUA	1104920-535300	Repairs & Maint-Vehicles			\$200.00	
			Journal 2025/4/745	Total	\$200.00	\$200.00

Journal Proof Report



Journal Number: 746 Year: 2025 Period: 4

Description: Finance

Reference 1: 133 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2154328-562000	Grant Expenditures				\$17331.00
BUA	6324530-557000	Capital Outlay-Land			\$17331.00	
	E-ARPA -Jetport -Fence -					
BUA	2154328-598000	Transfers to Other Funds			\$17331.00	
BUA	6324530-557000	Capital Outlay-Land			\$155979.00	
BUA	6324530-398200	Transfers from Other Funds-SRF				\$17331.00
BUA	6324530-335000	Grant Revenues				\$155979.00
Journal 2025/4/746				Total	\$190641.00	\$190641.00

Journal Proof Report



Journal Number: 1010 Year: 2025 Period: 4

Description: Finance

Reference 1: 142 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-562000	Grant Expenditures			\$262404.00	
BUA	1109860-598000	Transfers to Other Funds			\$22931.00	
BUA	6324530-335000	Grant Revenues				\$239473.00
BUA	1100000-399100	Fund Balance Appropriated				\$22931.00
BUA	6324530-398100	Transfers from Other Funds-GF				\$22931.00
Journal 2025/4/1010				Total	\$285335.00	\$285335.00

Journal Proof Report



Journal Number: 1011 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-519000-Invst	Professional Services			\$4500.00	
BUA	1104310-523100-Invst	Program Supplies				\$4500.00
			Journal 2025/4/1011	Total	\$4500.00	\$4500.00

Journal Proof Report



Journal Number: 1012 Year: 2025 Period: 4 Description: Finance Reference 1: 135 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1865912-563100	Capital Outlay			\$706993.74	
BUA	1865912-399100	Fund Balance Appropriated				\$706993.74
			Journal 2025/4/1012	Total	\$706993.74	\$706993.74

Journal Proof Report



Journal Number: 1014 Year: 2025 Period: 4

Description: SOA

Reference 1: 140 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165611-512600	Part Time or Extra Help			\$1600.00	
BUA	1165611-518000	Social Security-FICA			\$100.00	
BUA	1165611-518100	Social Security-Medicare			\$23.54	
BUA	1165611-518600	Workers Compensation			\$133.00	
BUA	1165600-399100	Fund Balance Appropriated				\$1856.54
Journal 2025/4/1014				Total	\$1856.54	\$1856.54

Journal Proof Report



Journal Number: 1016 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4678100-558000	Capital Out-Bldg Struct & Impr				\$5976.38
	E-C220003 -Detention -FF&E -					
BUA	4678100-558000	Capital Out-Bldg Struct & Impr			\$5976.38	
	E-C220003 -Detention -IT -					
BUA	4678100-558000	Capital Out-Bldg Struct & Impr				\$58021.00
	E-C220003 -Detention -FF&E -					
BUA	4678100-558000	Capital Out-Bldg Struct & Impr			\$58021.00	
			Journal 2025/4/1016	Total	\$63997.38	\$63997.38

Journal Proof Report



Journal Number: 1096 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104200-545000	Insurance & Bonding			\$4800.00	
BUA	1104370-545000	Insurance & Bonding				\$4800.00
			Journal 2025/4/1096	Total	\$4800.00	\$4800.00

Journal Proof Report



Journal Number: 1097 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4688100-558000	Capital Out-Bldg Struct & Impr			\$27050.30	
	E-C220001 -DSS/Health-IT	-				
BUA	4688100-558000	Capital Out-Bldg Struct & Impr				\$27050.30
Journal 2025/4/1097				Total	\$27050.30	\$27050.30

Journal Proof Report



Journal Number: 1328 Year: 2025 Period: 4

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104380-537000	Advertising	move funds to cover service ch			\$20.00
BUA	1104380-575100	Service Charges	move funds to cover service ch		\$20.00	
			Journal 2025/4/1328	Total	\$20.00	\$20.00

Journal Proof Report



Journal Number: 1329 Year: 2025 Period: 4

Description: Finance

Reference 1: 127 Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2154328-562000	Grant Expenditures	Appropriate additional ARP Fun			\$116115.00
BUA	6324530-559000 E-ARPA -Jetport -Stormwater-	Capital Outlay-Infrastructure	Appropriate additional ARP Fun		\$116115.00	
BUA	2154328-598000	Transfers to Other Funds	Appropriate additional ARP Fun		\$116115.00	
BUA	6324530-398200	Transfers from Other Funds-SRF	Appropriate additional ARP Fun			\$116115.00
			Journal 2025/4/1329	Total	\$232230.00	\$232230.00

Journal Proof Report



Journal Number: 125 Year: 2025 Period: 5

Description: Finance

Reference 1: 136 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104920-559100	Capital Outlay-Road & Pavement			\$62500.00	
BUA	1100000-399100	Fund Balance Appropriated				\$62500.00
Journal 2025/5/125				Total	\$62500.00	\$62500.00

Journal Proof Report



Journal Number: 149 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4678100-558000	Capital Out-Bldg Struct & Impr				\$5000.00
	E-C220003 -Detention -FF&E -					
BUA	4678100-558000	Capital Out-Bldg Struct & Impr			\$5000.00	
	E-C220003 -Detention -IT -					
Journal 2025/5/149				Total	\$5000.00	\$5000.00

Journal Proof Report



Journal Number: 152 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4678100-558000	Capital Out-Bldg Struct & Impr				\$27457.36
	E-C220003 -Detention -FF&E					
BUA	4678100-558000	Capital Out-Bldg Struct & Impr			\$27457.36	
	E-C220003 -Detention -IT					
Journal 2025/5/152				Total	\$27457.36	\$27457.36

Journal Proof Report



Journal Number: 248 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4688100-558000	Capital Out-Bldg Struct & Impr			\$76248.28	
	E-C220003 -Detention -IT	-				
BUA	4688100-558000	Capital Out-Bldg Struct & Impr				\$76248.28
Journal 2025/5/248				Total	\$76248.28	\$76248.28

Journal Proof Report



Journal Number: 249 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-512100	Salaries and Wages				\$1000.00
BUA	1315151-512600	Part Time or Extra Help			\$1000.00	
			Journal 2025/5/249	Total	\$1000.00	\$1000.00

Journal Proof Report



Journal Number: 250 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-562000	Grant Expenditures				\$262404.00
BUA	6324530-558000	Capital Out-Bldg Struct & Impr			\$262404.00	
			Journal 2025/5/250	Total	\$262404.00	\$262404.00

Journal Proof Report



Journal Number: 251 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	4688100-558000	Capital Out-Bldg Struct & Impr			\$88041.16	
	E-C220001 -DSS/Health-IT	-				
BUA	4688100-558000	Capital Out-Bldg Struct & Impr				\$88041.16
Journal 2025/5/251				Total	\$88041.16	\$88041.16

Journal Proof Report



Journal Number: 362 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2505912-558000	Capital Out-Bldg Struct & Impr			\$5325000.00	
	E-WCPS -State -Rswd -					
BUA	2505912-558000	Capital Out-Bldg Struct & Impr				\$5325000.00
Journal 2025/5/362				Total	\$5325000.00	\$5325000.00