



Wayne County, North Carolina Board of Commissioners

November 19, 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 8:04 a.m. with Chairman Chris Gurley reviewing the agenda.

County Manager Chip Crumpler made two adjustments to the agenda; removing item #4 from Special Presentations and replacing the Pay Plan for item #20 with a corrected version presented by Human Resource Director Sara Larson.

Finance Director Angie Boswell reviewed the budget amendments.

Planning Director Berry Gray reviewed the plats for Franklin Landing and Riley Crossing subdivisions, and the request to establish a Board of Adjustment Public Hearing for December 17, 2024.

Staff Attorney Andrew Neal reviewed the lease agreement for Rosewood Middle School and the Wayne Executive Jetport easement. Commissioner Joe C. Daughtery asked Dr. Tim Harrell, Assistant Superintendent with Wayne County Public Schools, to update the board on Rosewood Middle School. He stated abatement had begun with demolition to follow. Additionally, the plan for the school is 90% complete and will be sent to bid soon. He also discussed the gym upgrades with the board.

Human Resources Director Sara Larson reviewed the pay plan update and travel policy updates.

Facilities Director Kendall Lee reviewed the Ice Machine Maintenance contract.

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

Members Absent: Bevan Foster

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

The Wayne County Board of Commissioners met on Tuesday, November 19, 2024, at 9:07 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

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

Members absent: Bevan Foster

INVOCATION - Chairman Chris Gurley

Chairman Chris Gurley gave the invocation.

PLEDGE OF ALLEGIANCE - Commissioner Freeman Hardison, Jr.

Commissioner Freeman Hardison, Jr. led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

DISCUSSION/ADJUSTMENT OF AGENDA

1. Motion to Approve the November 19, 2024, (Adjusted) Agenda.
Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the November 19, 2024, Adjusted Agenda. Adjustment made:
 - Remove Item #4 Presentation of the Wayne County Hero Award under Special Presentations.
 - Modify the Pay Plan in #20 under the Consent Agenda.

APPROVAL OF MINUTES

2. Motion to Approve the October 15, 2024, Minutes.
Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the October 15, 2024, Minutes.

SPECIAL PRESENTATIONS

3. Presentation of Plaque to Commissioner Freeman Hardison, Jr.
Chairman Chris Gurley presented a plaque to outgoing Commissioner Freeman Hardison, Jr. and thanked him for his service to Wayne County citizens. Commissioner Hardison thanked the board and the management staff.
4. REMOVED - Presentation of the Wayne County Hero Spotlight Award.
This item was removed during the Agenda Briefing.
5. Motion to Approve the 2024 National Apprenticeship Week in Wayne County Proclamation.
Kristie Sauls, Executive Director of Apprenticeships at Wayne Community, read the National Apprenticeship Week in Wayne County Proclamation and introduced Alex Aycock and Brandon Rojas as participants in the program.

Upon motion of Commissioner Joe C. Daughtery, the Board of

Commissioners unanimously approved the 2024 National Apprenticeship Week in Wayne County Proclamation, attached hereto as Attachment A.

6. Motion to Approve the 2024 Farm-City Week Proclamation, as presented by County Manager Chip Crumpler.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the 2024 Farm-City Week Proclamation, attached hereto as Attachment B.

APPOINTMENT COMMITTEE

7. Motion to Appoint Octavius Murphy to the Wayne County ABC Board, replacing Chris King following his resignation.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the appointment of Octavius Murphy to the Wayne County ABC Board, replacing Chris King following his resignation.

8. Recommended Appointments for December 17, 2024, Board of Commissioners Meeting.

Commissioner Freeman Hardison, Jr., presented the following recommendations of the Wayne County Appointment Committee to be voted on during the December 17, 2024, Board of Commissioner regular meeting:

- Reappoint Martha Bryan as Sr. Tar Heel Legislator and Sue Carter as the alternate, per Services on Aging Director Paula Edwards.
- Appoint Jessica Drennen to the Juvenile Crime Prevention Council, replacing Melissa Reese of Trillium.
- Appoint Freeman Hardison, Jr., and Dr. Joe Democko to the Wayne Health Corporation Board of Directors, replacing Kate Daniels and Dr. Anthony Hamm, whose terms have expired.

UNFINISHED BUSINESS

9. Motion to Adopt the Schedule of Values for the 2025 Reappraisal of Real Property in Wayne County.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved to Adopt the Schedule of Values for the 2025 Reappraisal of Real Property in Wayne County, attached hereto as Attachment C.

10. Motion to Adopt the Farm Use Schedule of Values for the 2025 Reappraisal of Values in Wayne County.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the Farm Use Schedule of Values for the 2025 Reappraisal of Values in Wayne County.

CONSENT AGENDA

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

11. Late Disabled Veterans Application

12. Late Elderly/Disabled Exemption Application
13. Late Present Use Value Application
14. Late Property Tax Exemption Application
15. Budget Amendments
#116-Library/#117-Library/#121 Sheriff/#122-Sheriff/#123-Health Dept./#129-EMS/#130-Sheriff/#132-Health Dept./#138-Finance/#139-Services on Aging/#141-Services on Aging/#146-Finance/#153-Solid Waste/#155-OES.
16. Motion to Approve the Preliminary Plat for Franklin Landing Subdivision.
Attached hereto as Attachment D.
17. Motion to Approve the Preliminary Plat for Riley Crossing Subdivision.
Attached hereto as Attachment E.
18. Establish a Board of Adjustment Public Hearing on December 17, 2024, at 9:30am for a Special Use Permit request by Anita Rouse to establish a childcare center at 3750 S US Hwy 117 Alt.
Attached hereto as Attachment F.
19. Motion to approve the Lease Agreement for Rosewood Middle School between Wayne County and the Wayne County Board of Education.
Attached hereto as Attachment G.
20. Motion to Approve Award of the Ice Machine Maintenance Contract.
Attached hereto as Attachment H.
21. Motion to Approve Re-Organized and Updated Pay Plan.
Attached hereto as Attachment I.
22. Motion to approve an easement across a portion of the Wayne County Executive Jetport to Larry and Lavena Perry for a period of 10 years.
Attached hereto as Attachment J.
23. Motion to Adopt Resolution #2024-29: A Resolution Establishing a Policy to Prohibit Viewing of Pornography on County Networks and Devices as required by Session Law 2024-26 and NCGS §143-805.
Attached hereto as Attachment K.
24. Motion to Approve Wayne County Travel Reimbursement Policy.
Attached hereto as Attachment L.
25. Motion to Approve the Resolution of Tentative Award of Wayne Executive Jetport Parking Lot Drainage Improvements Project to Allen Grading Company, Inc. - (100% funded by

State ARPA funds); Motion to Approve WK Dickson's Work Authorization #13 for Construction Administration services for the Parking Lot Drainage Improvement Project - (100% funded by State ARPA funds); and Motion to Approve WK Dickson's Work Authorization #12 for Construction Administration services for the Corporate Access Road portion of the recently approved Stormwater Improvements Project (WA#12 & FAA Award letter attached) - (90% funded by FAA grant funds, with a 10% match of \$13,727 provided by the County), with appropriate budget amendment.

Attached hereto as Attachment M.

NEW BUSINESS

26. Motion to Adopt Resolution #2024-27: A Resolution Authorizing the Wayne County ABC Board to set aside a portion of Gross Receipts for Capital Improvements.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved to Adopt Resolution #2024-27: A Resolution Authorizing the Wayne County ABC Board to set aside a portion of Gross Receipts for Capital Improvements, attached hereto as Attachment N.

27. Motion to approve Contract for a Regional Opioid Resource Asset Mapping Project.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Contract for a Regional Opioid Resource Asset Mapping Project, attached hereto as Attachment O.

28. Motion to Adopt a Resolution Awarding Opioid Settlement Funds to the Eastern Carolina Council, and appropriate budget amendment.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the Motion to Adopt a Resolution Awarding Opioid Settlement Funds to the Eastern Carolina Council, and appropriate budget amendment, attached hereto as Attachment P.

29. Motion to Provide Sewer Easement for Hawthorne Trail Subdivision at Cuyler Best and New Hope Roads, for \$400,000, with appropriate budget amendment, contingent on County Attorneys' approval.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Sewer Easement for Hawthorne Trail Subdivision at Cuyler Best and New Hope Roads, in exchange for \$400,000, with appropriate budget amendment, contingent on County Attorneys' approval.

PUBLIC COMMENTS

Outgoing Register of Deeds Constance Coram spoke about her election loss and recognized her staff for their diversity in ethnicity and military service.

No one else presented themselves for public comment.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler congratulated Wayne Community College for their apprenticeship program, and commended county employee Alex Aycock for his participation in the program. He also congratulated Commissioner Freeman Hardison, Jr., on his term as a Commissioner.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Antonio Williams thanked Chairman Gurley for acknowledging the recent loss of his aunt. He thanked Wayne County citizens for reelecting him and discussed his excitement for continuing to work for them.

Commissioner Joe C. Daughtery congratulated and thanked Commissioner Hardison and discussed his appreciation for the Thanksgiving holiday.

Vice-Chairman George Wayne Aycock, Jr., thanked the citizens for reelecting him, even though he was unopposed, and thanked Commissioner Hardison for his community service as a commissioner.

Commissioner Barbara Aycock thanked Wayne County for reelecting her, though she ran unopposed, and thanked Commissioner Hardison for his friendship and service to the county. She wished everyone a Happy Thanksgiving and thanked staff for their help.

Commissioner Freeman Hardison, Jr., offered his condolences to Commissioner Williams, and stated he enjoyed serving the citizens for the past four years. He thanked the staff and board for their support.

Chairman Chris Gurley thanked Commissioner Hardison for his service, thanked Dr. Tim Harrell for his willingness to serve, and thanked the citizens for voting him in, though he ran unopposed. He stated he attended the recent Opioid meeting, and the discussion on farm preservation and easement projects. He reminded everyone of the first Board of Commissioners meeting being held on Monday, December 2nd, rather than the first Tuesday, and it being held at the Maxwell Center.

CLOSED SESSION

At 8:46 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss business in Wayne County.

At 8:59 a.m., upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously declared itself in regular session.

At 9:56 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in closed session to discuss business in Wayne County.

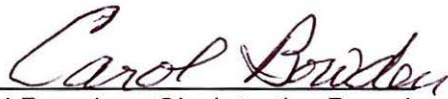
At 10:18 a.m., upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously declared itself in regular session.

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

Others Present: County Manager Chip Crumpler; Assistant County Manager Ginger Moore; County Attorney E. B. Borden Parker; Staff Attorney Andrew Neal; HR Director Sara Larson (First Session Only); Dr. Tim Harrell; Finance Director Angie Boswell; IT Director Giorgio Kristev; EDR President Mark Pope (First Session Only); Deputy Clerk Kayla Whitley; and Clerk to the Board Carol Bowden.

ADJOURNMENT

At 10:20 AM, Chairman Chris Gurley adjourned the meeting of the Wayne County Board of Commissioners.



Carol Bowden, Clerk to the Board

**NORTH CAROLINA
WAYNE COUNTY**

2024 NATIONAL APPRENTICESHIP WEEK IN WAYNE COUNTY PROCLAMATION

WHEREAS, National Apprenticeship Week is celebrating its 10th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities, by allowing apprentices to earn while they learn, and preparing a pathway to good, quality jobs and well-paying careers in Wayne County and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train their future workforce while offering career seekers affordable paths to secure high-paying jobs, and

WHEREAS, Wayne County recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce, thus providing a path for all qualified individuals to become apprentices and contribute to America's industries; and

WHEREAS, Wayne County recognizes that Registered Apprenticeship, a proven and industry-driven training model, is a key strategy to improving job quality, and creating access to good-paying, family-sustaining jobs for all, starting with youth and young adults, while addressing some of our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, the Wayne County Board of Commissioners, does hereby declare November 17, 2024, through November 23, 2024, as **National Apprenticeship Week in Wayne County, NC**.

This, the 19th day of November, 2024.

Attest:

Carol Bowden, Clerk to the Board

Chris Gurley, Chairman

**NORTH CAROLINA
WAYNE COUNTY**

2024 FARM-CITY WEEK PROCLAMATION

WHEREAS, the growth and development of the county and the well-being of all its citizens are dependent upon cooperation and exchange between the two essential environments of our society – farm and non-farm families; and

WHEREAS, studies show agriculture and agribusiness industries together bring in over \$1 billion of income into the county, which represents 21% of the county's income and 21% of the county's employment; and

WHEREAS, Wayne County's farm income makes a significant contribution to the economy of our county with over \$450 million in gross farm gate sales during last year; and

WHEREAS, Wayne County is home to Mt. Olive Pickle, the largest pickle company in the United States, and home to Goldsboro Milling Company, parent company of Butterball Turkey, the largest producer of Turkey products in the US.

WHEREAS, wherever we live, on the farm or in the city, we share common needs – food for our nourishment, forest products for our shelter and paper, and fiber for clothing and other materials; and

WHEREAS, if Wayne County is to continue to prosper, it is important that farm and non-farm residents appreciate and understand each other; and

WHEREAS, Farm-City Week provides an unparalleled experience for farm and city people to become better acquainted.

NOW, THEREFORE, BE IT RESOLVED that the Wayne County Board of Commissioners does hereby proclaim November 27 to December 4, 2024, to be Farm-City Week and a week of thankfulness.

Adopted this the 19th day of November, 2024.

Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden
Clerk to the Board

**NOTICE OF ADOPTION
OF SCHEDULES, STANDARDS,
AND RULES FOR 2025 REVALUATION**

Notice is hereby given that on Tuesday, November 19, 2024, Wayne County Board of Commissioners adopted the true value and present use value schedules, standards, and rules to be used in the 2025 revaluation of real property in Wayne County.

Notice is further given that a copy of said true value and present use value schedules, standards, and rules are filed in the office of the Wayne County Tax Administrator, 224 E. Walnut St., Goldsboro, NC and are available for public inspection in that office and available on-line at www.waynegov.com.

Notice is further given that a property owner who asserts that the schedules, standards, and rules are invalid may except to the order and appeal there from to the Property Tax Commission within thirty (30) days of the date when the notice of the order adopting the schedules, standards, and rules was first advertised.

This the 20th day of November 2024.

Wayne County Board of Commissioners
Chris Gurley, Chairman

APP

Notice of Schedules

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

Christy Williamson, being duly sworn, says:

That she is Christy Williamson, Advertising Director of the Goldsboro News-Argus, a daily newspaper of general circulation, printed and published in Goldsboro, Wayne County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on

October 03, 2024

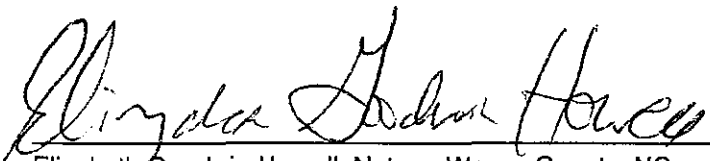
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Christy Williamson, Advertising Director

Subscribed to and sworn to me this 3rd day of October 2024.

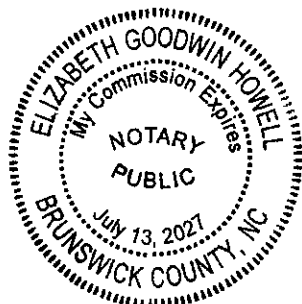


Elizabeth Goodwin Howell, Notary, Wayne County, NC

My commission expires: July 13, 2027

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County of Wayne -
PO Box 227
Goldsboro, NC 27530



**NOTICE OF SCHEDULES,
STANDARDS,
AND RULES AND OF
PUBLIC HEARING**

Notice is hereby given that on October 1, 2024 the Wayne County Tax Administrator submitted to the Wayne County Board of Commissioners the proposed true value and present-use value schedules, standards and rules to be used in the 2025 reappraisal of real property in Wayne County.

Notice is further given that a copy of said proposed true value and present-use value schedules, standards and rules were filed in the office of the Wayne County Tax Administrator, 224 E. Walnut St., Goldsboro, NC, on October 1, 2014 where said proposed schedules, standards and rules are available for public inspection.

Notice is further given that on October 15, 2024 at 9:15 a.m. the Wayne County Board of Commissioners will hold a public hearing on said proposed schedules, standards and rules. All interested citizens are invited to be present and comment on said proposed schedules, standards and rules. Said public hearing will be held in the County Commissioners Meeting Room on the 4th floor of the Wayne County Courthouse Annex, 224 E. Walnut St. Notice is further given that the final schedules, standards and rules will not be adopted by the Board of County Commissioners until at least seven days after the public hearing herein referred to. This 1st day of October, 2024
**WAYNE COUNTY BOARD
OF COMMISSIONERS**
BY: Chris Gurley, Chairman

October 3, 2024

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: September 12, 2024

Re: Subdivision Preliminary Plat Approval

Item: Franklin Landing, Preliminary
Owner: Cathy Berry Scher
Developer: Triangle Land Partners
Surveyor/Engineer: Stocks Engineering
Buck Swamp Township, Pikeville Princeton Road (SR 1002)
Lots: 57

Discussion: Sec 70-74 of the Wayne County Subdivision Ordinance requires that for every major subdivision within its territorial jurisdiction which does not qualify for the abbreviated minor subdivision procedure, the developer shall submit a preliminary plat which shall be reviewed and approved by the Board of Commissioners before any construction or installation of improvements may begin.

The Franklin Landing preliminary consists of 57 total residential building lots. This subdivision will be built on 80.79 acres on Pikeville-Princeton Road, approximately ½ mile east of Gurley Dairy Road. No flood zones are present within the project area. The property is not located within a zoning area.

The average lot size is 40,854 sf or 0.94 acres. There are 3,940 linear feet (0.75 mi) of streets required to be installed per the NC Dept. Of Transportation subdivision street requirements. Building lots will utilize public water and onsite sewer. The subdivision is exempt from the Stormwater Rules.

The property is shown within the Rural area in the Wayne County Comprehensive Land Use Plan.

Rural Areas provide for agriculture, forestry, and other allied activities traditionally found in a rural setting. Very low intensity residential development with on-site waste disposal (i.e. septic systems) may be appropriate in Rural Areas where site conditions are good. Premature conversion of Rural Areas to urban level development and the resulting loss of valuable farmland and open space is to be discouraged. Generally, public funds should not be used for planning, programming or installing urban services in these areas that would promote more intensive development. While development densities as high as 2 units per acre may be permitted in these areas, much lower densities and larger lots are preferred.

The property is located within the following service areas:

Schools – C.B. Aycock HS, Norwayne Middle, Northwest Elem
Water – Northwestern Wayne Sanitary District
Fire – Little River Fire Department
EMS – Station 7
Transportation – RPO
Water Supply Watershed – Yes
Voluntary Agriculture District – Within ½ mile
Wetlands – Yes
Board of Commissioners District – 1

Recommendation: The Wayne County Planning Board recommends that the preliminary be approved.

Laurel, we get of life, in your presence, for it is the only place where we can find the light of God in a human face.

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: October 10, 2024

Re: Subdivision Preliminary Plat Approval

Item: Riley Crossing, Preliminary

Owner: Pravin N Patel and Asmita Patel

Developer: Triangle Land Partners

Surveyor/Engineer: Stocks Engineering, PC

Brogden Township, Emmaus Church Road (SR 1932)

Lots 51 lots

Discussion: Sec 70-74 of the Wayne County Subdivision Ordinance requires that for every major subdivision within its territorial jurisdiction which does not qualify for the abbreviated minor subdivision procedure, the developer shall submit a preliminary plat which shall be reviewed and approved by the Board of Commissioners before any construction or installation of improvements may begin.

The Riley Crossing preliminary consists of 51 residential building lots. This subdivision will be built on 44.78 acres off Emmaus Church Road just south of Outlaw Road. Flood hazard areas are not present within the project area. The property is located within the Outer Horizontal Overlay District.

The average lot size is 29,846 sf or 0.69 acres. There are 2,861 linear feet (0.54 miles) of streets required to be installed per the NC Dept. Of Transportation subdivision street requirements. Building lots will utilize public water and onsite septic. The subdivision will meet the requirements for stormwater.

The property is shown within the Urban Transition area in the Wayne County Comprehensive Land Use Plan.

Urban Transition Areas include those parts of the planning area that are not currently urban in character but that, during the next two decades, are likely to reach a level of development requiring urban services. These areas may have some services already in place including, particularly, centralized water and sewer. Other services, including stormwater management, are likely to be in place here within twenty years. Urban Transition Areas should be a secondary area for planning, programming and providing public urban services. Those parts of the Urban Transition Area that have good soils and drainage, are not in the floodplain, have road capacity available, and have sewer service nearby should generally be developed at 3 or more units per acre. Land areas constrained by poor soils and/or lack of topography and resulting flooding problems should generally be developed at lower densities.

The property is located within the following service areas:

Schools – Southern Wayne HS, Brogden Middle and Primary

Water – Southeastern Wayne Sanitary District

Fire – Dudley Fire Department

EMS – Station 8

Transportation – MPO

Water Supply Watershed – No

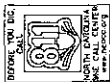
Voluntary Agriculture District – No

Wetlands – No

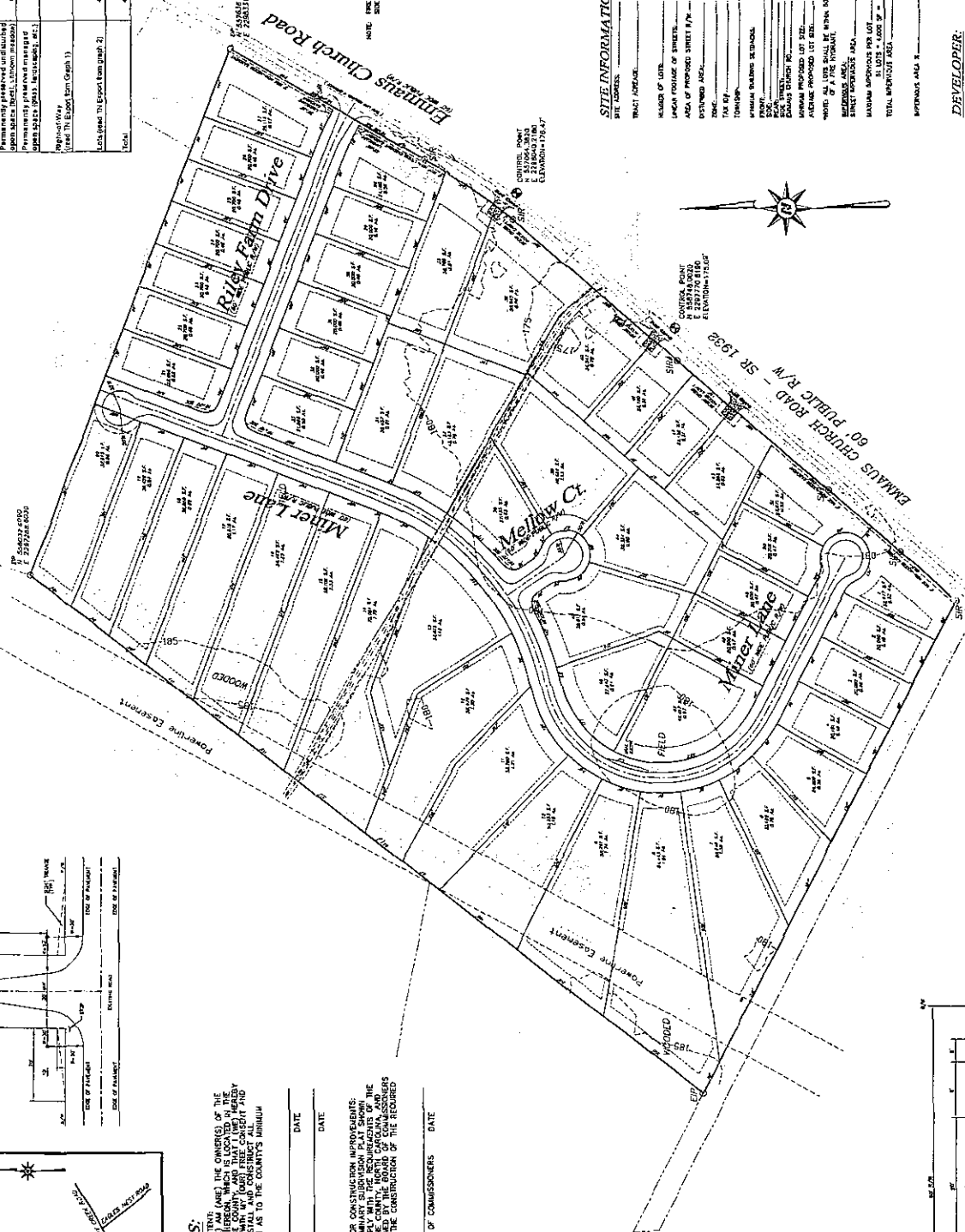
Board of Commissioners District – 6

Recommendation: The Wayne County Planning Board recommends that the preliminary be approved.

(1) Type of Land Cover	(2) Site Area (Acres)	(3) TN Export Conf. (lbacyr)	(4) TN Export (lbacyr)	(5) TN Export From Site (lbacyr)
Permanently preserved undeveloped open space (forest, bottom, meadow)	0.00	0.6	0	
Permanently preserved managed forest (hardwood, softwood, etc.)	0	1.2	0	
Revised Wetland (see T-Export from Graph 1)	4.1	8.6	27.06	
Wetlands (see T-Export from Graph 2)	40.68	2.25	9.13	
Total	44.78		118.99	2.65



NOTE: FIRE HYDRANT WILL BE REQUIRED ON RIGHT SIDE OF ENTRANCE OF PLANT/US CHURCH NO.



SITE INFORMATION

IDENTIFICATION
 NAME: JAMES
 STREET ADDRESS: 10000 N. 10TH AVE.
 CITY: WYOMING, WY.
 STATE: WYOMING
 ZIP: 83001

EDUCATION
 SCHOOL: WYOMING STATE SCHOOL
 GRADE: 10
 YEAR: 1960

EMPLOYMENT
 EMPLOYER: WYOMING STATE SCHOOL
 POSITION: STUDENT
 START DATE: 1960
 END DATE: 1960

RESIDENCE
 ADDRESS: 10000 N. 10TH AVE.
 CITY: WYOMING, WY.
 STATE: WYOMING
 ZIP: 83001

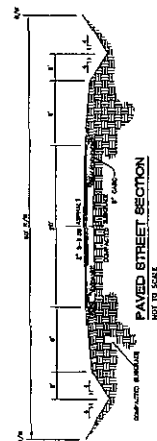
CONTACT INFORMATION
 PHONE: 307-234-1234
 TELETYPE: 307-234-1234

ADDITIONAL INFORMATION
 COMMENTS: 10000 N. 10TH AVE.
 WYOMING, WY. 83001

DEVELOPER:
TRIANGLE LAND PARTNERS
PO BOX 5548
CARY, NC 27512
CONTACT: KIRBY LAFORCE
PHONE: (704) 608-3085



... will have been to me, in the words of the ...



CERTIFICATIONS:

[illegible][illegible]

CHAIRMAN, WAYNE COUNTY BOARD OF COMMISSIONERS	DATE
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MEMORANDUM

To: Wayne County Board of Adjustment

From: Berry Gray, Planning Director

Date: November 13, 2024

Re: Anita Rouse Child Care Center Special Use Permit Application

Item: Anita Rouse Child Care Center Special Use Permit
Parcel ID# 2586638029
Property Owner: Anita Rouse
Brogden Township, S US Hwy 117 Alt

Discussion: The Planning Department received an application for a Special Use Permit to open a child care center in the Residential Agricultural-20 (RA-20) zoning district. The request was made by the owner, Anita Rouse. The subject property is ½ acre in size and is located at 3750 S US Hwy 117 Alt just north of the intersection with Williamson Farm Road.

The surrounding properties are zoned RA-20 which allows for child care centers (daycares) as a special use. The surrounding properties are primarily used for single family residential but Brogden Middle School is located directly across the highway from the subject property.

Since child care centers are allowed only as a special use, then a Special Use Permit is required to be issued by the Wayne County Board of Adjustment. A Public Hearing will be required, and adjoining property owners will be notified and due notice will be given of said hearing.

The property is within the following service areas:

- Schools – Brogden Primary, Brogden Middle, Southern Wayne High
- Water – Southern Wayne
- Fire – Dudley
- EMS – Station 8
- Water Supply Watershed – No
- Voluntary Agriculture District – No
- Wetlands – No
- Board of Commissioners District – 2

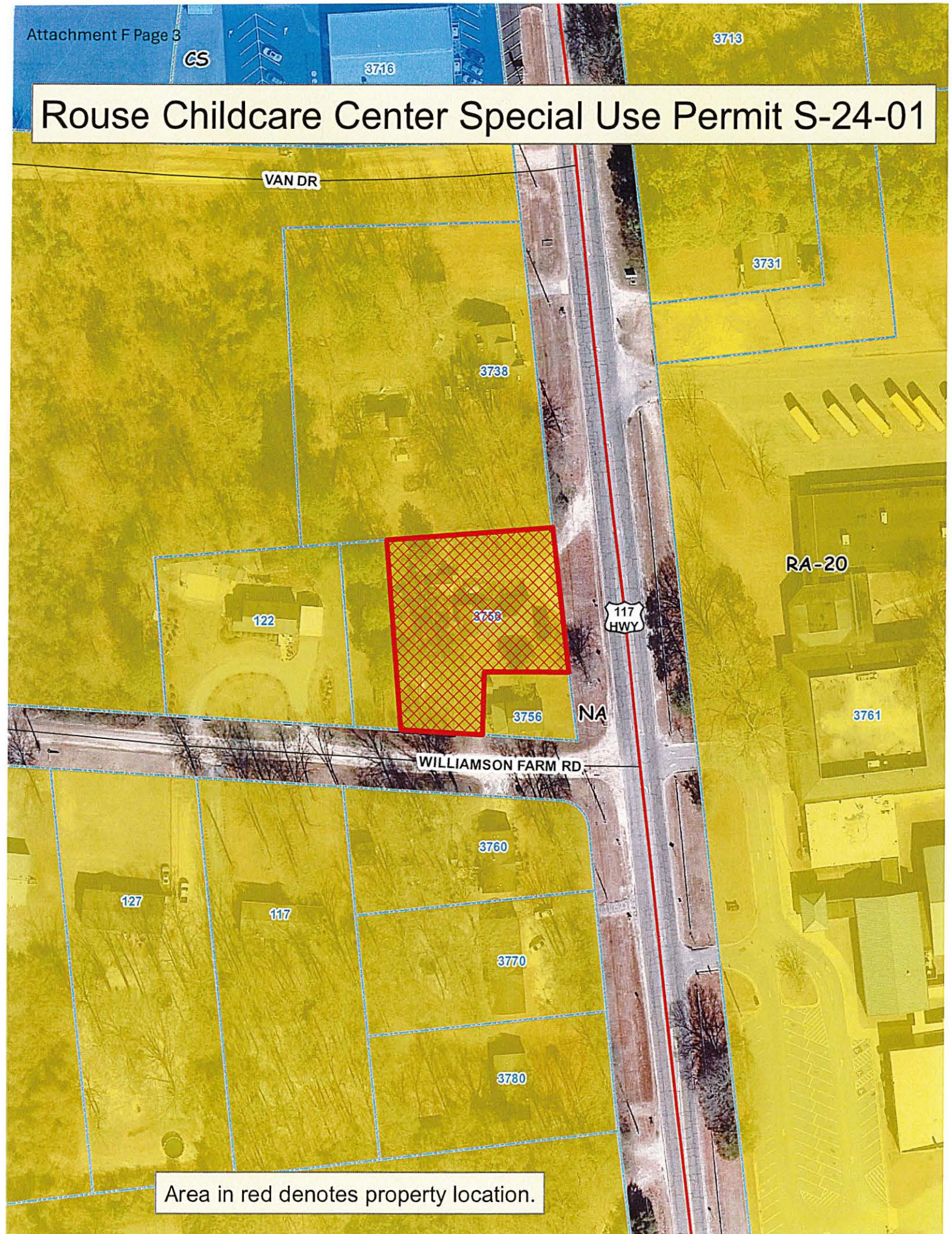
Sections 54.1 and 54.2 of the Wayne County Zoning Ordinance, as it relates to special uses, states that permission may be granted for the establishment of special uses as shown in the district regulations if the Board of Adjustment finds from the evidence produced after a study of the complete records that:

- A. The proposed use does not affect adversely the general plans for physical development of the county and will not be contrary to the purposes stated in these regulations;
- B. The proposed use will not adversely affect the health and safety of the county residents and will not be detrimental to the use or development of adjacent properties or other neighborhood uses;
- C. The proposed use will not be affected adversely by existing uses, and will be placed on a lot of sufficient size to satisfy the space requirements of said use;
- D. The proposed use will not constitute a nuisance or hazard because of the number of persons who will use such a facility, the vehicular movement or the noise or fume generation; and
- E. The proposed use shall be subject to the minimum dimensional requirements of the district in which it is to be located, and shall conform to the off-street parking and loading regulations.

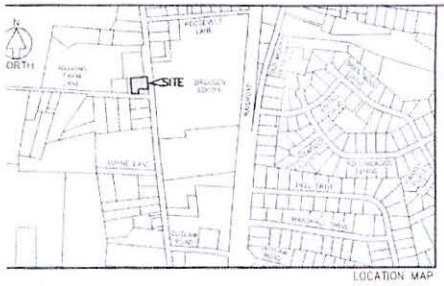
Additional Restrictions.

- A. The Board of Adjustment may issue a special use permit if its findings are favorable. As an additional safeguard, the board may impose or require as conditions such additional restrictions and standards as may be necessary to protect the health and safety of the community, and to protect the value and use of property in the general neighborhood.

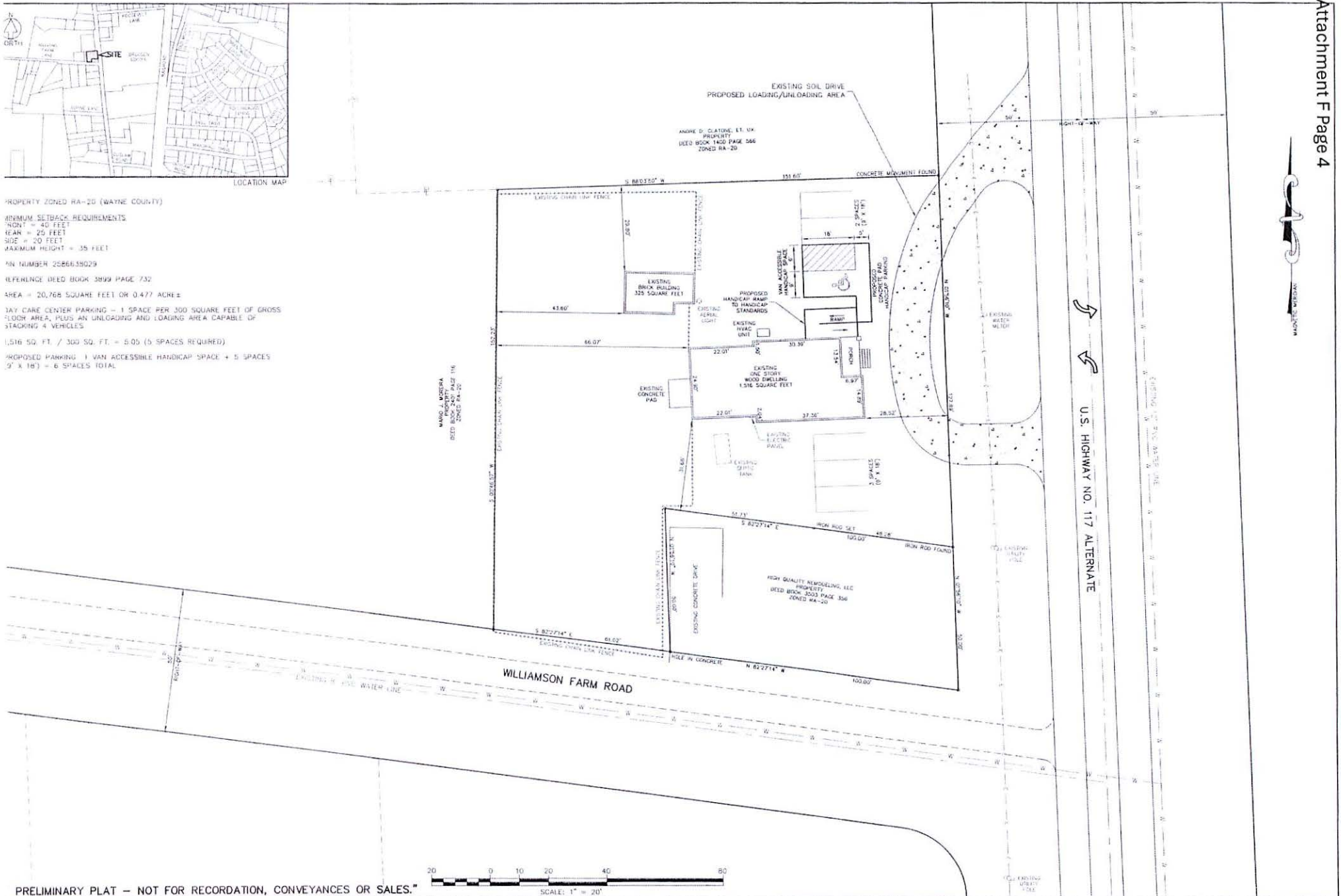
Rouse Childcare Center Special Use Permit S-24-01



Area in red denotes property location.

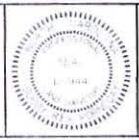


PROPERTY ZONED RA-20 (WAYNE COUNTY)
 MINIMUM SETBACK REQUIREMENTS
 FRONT = 40 FEET
 REAR = 25 FEET
 SIDE = 20 FEET
 MAXIMUM HEIGHT = 35 FEET
 PIN NUMBER 2526635029
 REFERENCE DEED BOOK 3899 PAGE 732
 AREA = 20,768 SQUARE FEET OR 0.477 ACRE ±
 DAY CARE CENTER PARKING - 1 SPACE PER 300 SQUARE FEET OF GROSS FLOOR AREA, PLUS AN UNLOADING AND LOADING AREA CAPABLE OF STACKING 4 VEHICLES
 (1,516 SQ. FT. / 300 SQ. FT. = 5.05 (5 SPACES REQUIRED))
 PROPOSED PARKING: 1 VAN ACCESSIBLE HANDICAP SPACE + 5 SPACES (9' X 18') = 6 SPACES TOTAL



PRELIMINARY PLAT - NOT FOR RECORDATION, CONVEYANCES OR SALES."

B. R. KORNEGAY, INC.
 LAND SURVEYING • ENGINEERING • PLANNING
 License Number: F-1054
 300 East Walnut Street
 Goldsboro, N.C. 27530
 (919) 735-5886 Fax: (919) 580-9003



PROPOSED DAY CARE
 BROGDEN TOWNSHIP
 WAYNE COUNTY, N.C.

DRAWN BY: TSB
 DESIGNED BY: BRK
 DATE: 10/10/2024
 SCALE: 1" = 20'

PROPERTY OF
ANITA ROUSE
 3750 SOUTH US 117 HIGHWAY ALTERNATE, DUDLEY, NC 28333-7232
 919-394-6774

SHEET: 1
 OF: 1
 WORK ORDER: 240381
 CADD DRAW: 240381

Wayne County, North Carolina
Petition for Special Use Permit

Date _____

Applicant Name: ANITA ROUSE Telephone Number 919-394-6774

Address: 3750 US HIGHWAY 117 ALTERNATE SOUTH, DUDLEY, NORTH CAROLINA 28333-7232

Property Owner Name: ANITA ROUSE Telephone Number 919-394-6774

Address: 3750 US HIGHWAY 117 ALTERNATE SOUTH, DUDLEY, NORTH CAROLINA 28333-7232

1. Property address or location: 3750 US HIGHWAY 117 ALTERNATE, PIN NUMBER 2586638029

2. Zoning Classification: RA-20

3. Requested Special Use Permit: DAY CARE

4. Property Legal Description(metes and bounds, or if subdivided, lot, block, subdivision plat book and page number):

DESCRIPTION

FROM THE RIGHT -OF-WAY INTERSECTION OF U.S. HIGHWAY 117 ALTERNATE AND WILLIAMSON FARM ROAD N 01°56'10" W 50.00 FEET TO THE POINT OF BEGINNING. FROM THE POINT OF BEGINNING N 01°56'10" W 127.89 FEET, S 88°03'50" W 151.60 FEET, S 00°46'57" W 152.23 FEET, S 82°27'14" E 61.02 FEET, N 01°56'10" W 50.00 FEET, S 82°27'14" E 51.73 FEET, S 82°27'14" E 48.28 FEET TO THE BEGINNING HAVING A TOTAL AREA OF 20,768 SQUARE FEET OR 0.477 ACRE±.

5. Owner's intended use of the property in question if is reclassified:

6. Explain in detail why you think this petition should be approved: THE INITIAL USE IS RESIDENTIAL AND THE PROPOSED USE IS DAY CARE.

7. Names and addresses of owners whose property abuts the property in question:

HIGH QUALITY REMODELING, 619 FOXWOOD DRIVE, GOLDSBORO, NC 27530

ANDRE D. CLATONE AND WIFE GLENDA J. CLATONE, 3738 US HIGHWAY 117 ALTERNATE SOUTH, DUDLEY, NC 28333-7232

MARIO J. MOREIRA 122 WILLIAMS FARM ROAD, DUDLEY, NC 28333-7248

i certify that I, the applicant, have the consent the owner and act on his behalf in applying for a special use permit.

Date 10/14/24 Signature: Anita Rouse

APPLICANT/PROPERTY OWNER

Report of Zoning Enforcement Officer on the property in question: _____

Fee Paid \$ _____ Date _____

Date Public Hearing Scheduled _____ Time _____

Dates Public Hearing Advertised _____

Petition Approved/Denied _____ Petition No. _____

Wayne County, North Carolina

Petition for Special Use PermitDate: 10/14/24Applicant Name: Anita RouseTelephone: (919)394-6774Address: 3750 US Hwy 117 Alt., Dudley, NC 28333Property Owner Name: Anita RouseTelephone: (919)394-6774Address: 3750 US Hwy 117 Alt., Dudley, NC 28333

1. Property address or location: Same as Above
2. Zoning classification: RA-20
3. Requested Special Use permit: Licensed Childcare Center
4. Property legal description (metes and bounds, or if subdivided, lot, block, subdivision plat book and page number) Residence
5. Owner's intended use of property if it is reclassified: Licensed Childcare Center

6. Explain in detail why you think this petition should be approved: _____

This petition is in response to an official report published by the Center for American Progress (CAP), that identifies Dudley, NC as a Child Care desert. Areas where there are too few licensed slots for the number of children who need care are known as child care deserts. With that being said, approval of this petition will assist with meeting the need for child care services as identified in the report. The proposed location for our licensed child care center, Kids Kingdom Academy is conveniently located in the heart of the community where child care services are needed the most. Kids Kingdom Academy will provide early learners with a strong biblical and academic foundation that will not only promote kindergarten readiness but aid in their success throughout their educational journey. In addition, another one of the greatest benefits of permitting our childcare center in this close-knit community, will be the opportunity for employment for residents, as well as providing a critical resource that will assist working Parents in obtaining and maintaining consistent employment. If given the opportunity, Kids Kingdom Academy would be honored to be a part of the thriving community of Dudley, NC.

7. Name and addresses of owners whose property abuts the property in question. _____

I certify that I, the applicant, have the consent of the owner and act on his behalf in applying for a Special Use Permit.

Date: 10/14/24Signature Anita Rouse
(Applicant)

Report of the Zoning Enforcement Officer on the property in question: _____

Fee Paid \$ _____ Date _____

Date Public Hearing Scheduled: _____

Date Public Hearing Advertised: _____

Petition Approved: _____ Petition No: _____

Denied: _____

LEASE AGREEMENT
FOR
ROSEWOOD MIDDLE SCHOOL

BY AND BETWEEN

COUNTY OF WAYNE
(AS LANDLORD)

AND

WAYNE COUNTY BOARD OF EDUCATION
(AS TENANT)

NORTH CAROLINA

WAYNE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") made and entered into this _____ day of _____, 2024, by and between the COUNTY OF WAYNE, a body politic and corporate, hereinafter "Landlord" and the Wayne County Board of Education, also a body politic and corporate, hereinafter "Tenant".

WITNESSETH:

WHEREAS, the Wayne County Board of Commissioners ("the County Commissioners") and the Wayne County Board of Education ("the School Board") have entered into a "Funding Agreement for the Renovation of Rosewood Middle School," dated October 9, 2024, ("October 9, 2024 Funding Agreement") (attached hereto as Exhibit B), for the replacement of the Rosewood Middle School ("the Project"); and

WHEREAS, the School Board has conveyed the Property (described below) to the County Commissioners in order to enable the County to obtain financing of the construction of the Project and reclaim sales and use taxes paid by the various contractors and vendors in the construction of the Project; and

WHEREAS, the County Commissioners agreed to lease the Property to the School Board for the operation of the school until such time as the Property is reconveyed to the School Board pursuant to the October 9, 2024 Funding Agreement; and

WHEREAS, the parties desire to set forth herein the further terms and conditions of their Agreement;

NOW, THEREFORE, for and in consideration of the premises and the mutual benefits to be derived by each of the parties from this Agreement, and for the further consideration of One Dollar in hand paid to Lessor by Lessee, the receipt of which is hereby acknowledged, Lessor does hereby let and lease to Lessee and Lessee accepts the same as tenant of Lessor, that certain property described in Exhibit A which is attached hereto and incorporated herein by reference, including all the improvements, facilities and equipment now existing and/or located on or about these premises as well as all improvements, facilities and equipment to be constructed and/or placed on the property during the term of this Agreement ("the Property").

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

LEASE: The Landlord hereby leases the Property to the Tenant and the Tenant hereby leases the same from the Landlord in accordance with the provisions of this Agreement.

TERM: The term of this lease shall extend until such time as the Landlord shall convey the Property to the Tenant pursuant to the terms of the October 9, 2024 Funding Agreement. If for any reason the Property is conveyed to the Tenant at a different time, then this lease shall terminate at the time the property is conveyed to the Tenant by Landlord.

RENTAL: The mutual interest in and benefit to the County and the Public Schools in the obtaining of financing and the refund of use and sales taxes referenced in the October 9, 2024 Funding Agreement is deemed adequate consideration for this Lease Agreement without the payment of additional rents.

USE OF PREMISES: During the term of this lease, Tenant shall have the exclusive right to possess, use, occupy, improve and insure the Property and all improvements, facilities and equipment located thereon for any and all school purposes, and shall have the right to carry on and conduct such programs and activities on the premises as may be required and/or permitted in accord with all applicable federal, state and local laws, rules, regulations and policies pertaining to Tenant in the operation of a public school system. In addition, Tenant shall have the right and authority in its discretion to grant permission to third parties to use the Property or portions thereof for non-school purposes and may enter into joint use or facility use agreements for the use of the Property or portions thereof pursuant to N.C. Gen. Stat. § 115C-524, or otherwise as allowed by law.

UTILITIES AND OTHER EXPENSES: Tenant shall be solely responsible for the cost of providing electrical service, heat, air conditioning, lights, water, sewer, garbage removal and any other utility services in connection with its use of the Property. In addition, Tenant shall be responsible for the payment of all other expenses incurred and/or required in connection with its use of the Property for any purposes. It is not the intent of the parties that the foregoing reduce in any way the statutory obligations of Landlord to provide local current expense and capital outlay funds for the operation of the public school system in Wayne County.

ASSIGNMENT AND SUB-LETTING: Neither party shall assign any interest right or responsibility hereunder without the consent of the other party. Tenant may sub-let all or a portion of the Property as deemed necessary or desirable in carrying out its duties and responsibilities for the operation of the public school system in Wayne County.

REPAIRS, MAINTENANCE AND ALTERATIONS: Tenant shall be responsible for all repairs to and maintenance of the Property during the term of the lease. Tenant shall have the right to make any alterations, repairs, additions and improvements it deems necessary or desirable to the Property in connection with its use thereof. It is understood however that Tenant will not make any such additions, alterations, repairs or improvements without the consent of Landlord when such actions would result in a financial obligation on the part of Landlord to which it has not given its consent or where such consent may otherwise be required by law.

INSURANCE: Tenant will maintain in effect during the term of this Agreement a policy or policies of property insurance on the buildings, equipment and other improvements, with the Landlord listed as a named insured. Such coverages shall be in accord with the recommendations of the State Department of Public Instruction. Evidence of such insurance will be furnished to Landlord upon request. Tenant shall retain the sole authority to control and direct the application and distribution of any insurance proceeds applicable to the Property.

FIRE AND OTHER CASUALTY: If the improvements on the Property shall be damaged or destroyed by fire or other casualty, Tenant shall be responsible for replacing and/or repairing

the premises from the proceeds of the applicable insurance policy or policies and the Lease Agreement shall remain in full force and effect.

INDEMNITY: To the extent allowed by law, Tenant shall indemnify, defend and hold harmless the Landlord from and against all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from the possession and use of the Property by Tenant. This indemnity shall not affect the right of Tenant to claim governmental immunity in any claim or proceedings by a third party.

SUBORDINATION: This Lease shall be subordinate to any Mortgage or Deed of Trust encumbering the Property or any part thereof, whether now in effect or hereinafter placed in effect for the purpose of securing the financing of construction and improvements on the Property, and to all renewals, modifications, replacements and extensions of such Mortgage or Deed of Trust, including the refinancing thereof. Landlord and Tenant each agree to execute such documents as may be required by the Lender to acknowledge the subordination of the Lease to the lien(s) of any such Mortgage or Deed of Trust.

COMPLIANCE WITH AGENCY AGREEMENT: The respective obligations of the parties regarding construction on any of the Property subject to this Lease Agreement shall be governed by the terms of the October 9, 2024 Funding Agreement entered into by the parties, the terms and conditions which are incorporated herein by reference.

APPLICABLE LAW: This Lease Agreement shall be construed in accord with the laws, statutes and ordinances of the State of North Carolina.

SEVERABILITY: The provisions hereof are independent covenants and should any provision or provisions contained in this Lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect as long as the parties can carry out the purposes and intents of this Lease Agreement without there being undue hardship on the part of either party in performing hereunder.

EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY: The Property is demised subject to all easements, restrictions and rights of way legally affecting the Property.

BINDING EFFECT AND COMPLETE TERMS: The terms, covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of and shall be enforceable by Landlord and Tenant and by their respective successors and assigns. All negotiations and agreements of Landlord and Tenant are merged herein. No modification hereof or other purported agreement of the parties shall be enforceable unless the same is in writing and signed by the Landlord and Tenant.

NOTICES AND WRITTEN CONSENTS: All notices and written consents required under this Lease shall be in writing and shall be deemed properly served if personally delivered or if deposited in the United States Mail, addressed to the then current address of the party to receive the same.

RECORDING: A memorandum hereof may be prepared and recorded in the County where the premises are located, at the request of either party and at such party's expense. The aforesaid memorandum shall contain such information as is necessary to provide adequate record notice of the existence of the Lease, including the parties, the term, the property involved and whether options to renew or purchase exist.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate on their behalf by the appropriate official effective as of the date first above written.



THE COUNTY OF WAYNE

By:

A handwritten signature in blue ink, appearing to be "Chris Gurley", written over a horizontal line.

Chris Gurley
Chairman, Board of Commissioners

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

A handwritten signature in blue ink, appearing to be "Angela H. Boswell", written over a horizontal line.

Finance Officer
The County of Wayne

STATE OF NORTH CAROLINA
WAYNE COUNTY

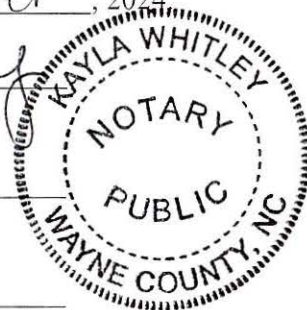
I, Kayla Whitley, a Notary Public of Said State and County, do hereby certify that Chris Gurley and Carol Bowden personally came before me this day and acknowledged that they are the Chairman and Clerk, respectively, of the Board of Commissioners of Wayne County, North Carolina, and that by authority duly given and as the act of The County of Wayne, the foregoing instrument was signed in the County's name by the Chairman of its Board of Commissioners, sealed with its corporate seal and attested by such Clerk.

Witness my hand and official seal this 19th day of November, 2024

Kayla Whitley
Notary Public

Kayla Whitley
(Printed Name of Notary)

March 24, 2029
My Commission expires:



[BOARD OF EDUCATION SEAL]

THE WAYNE COUNTY BOARD OF
EDUCATION

ATTEST:

Dr. Marc A. Whichard
Secretary

By: _____
Craig Foucht
Chairman, Board of Education

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

Finance Officer
The Wayne County Board of Education

STATE OF NORTH CAROLINA
WAYNE COUNTY

I, _____, a Notary Public of said State and County, do hereby
certify that Dr. Marc A. Whichard, with whom I am personally acquainted, who, being by me duly
sworn, says that he is the Secretary of the Wayne County Board of Education and that Craig Foucht
is the Chair of such Board of Education, the Board described in and which executed the foregoing
instrument; that he knows the common seal of said Board; that the seal affixed to the foregoing
instrument is said common seal, and the name of the Board was subscribed thereto by the said Chair;
and that said Chair and Secretary subscribed their names thereto, and said common seal was affixed,
all by order of the Board and that the said instrument is the act and deed of said Board.

Witness my hand and official seal this _____ day of _____, 2024.

Notary Public

(Printed Name of Notary)

My Commission expires:

EXHIBIT A

TRACT ONE-

Beginning at a stake in the center of the cross-roads at Rosewood School in Fork Township, Wayne County, North Carolina, and runs thence N. 68 W. along the center of the road leading to Oakland Church 463 feet to an iron stake (stake in edge of road); then N. 16 30 E. 377 feet to an iron stake in the field; thence S. 68 E. 463 feet to an iron stake in the edge of the road leading from Rosewood School to the Highway; thence S. 16 30' W. along said road 377 feet to a stake at cross-roads, the beginning, containing four acres.

TRACT TWO-

Beginning at a stake in the edge of the road, Rosewood School yard corner, and running thence Westwardly along the line of said School yard 268 feet to another corner of the Rosewood School yard; thence Northwardly along the Eastern line of the lot conveyed to the Wayne County Board of Education by Deed recorded in Book 331 at Page 549, 105 feet to a stake; thence Eastwardly and parallel with the first line 268 feet to a point in the road; thence Southwardly along said road 105 feet to a stake, the point of beginning. And being a part of the lot of land conveyed to Dora Hooks Smith by Deed from G. R. Smith, W. P. Hollowell and wife, Inez Smith Hollowell, dated February 28, 1941, recorded in the office of the Register of Deeds of Wayne County in Book 270 at Page 525. And being the lot of land devised to Inez Smith Hollowell in the Last Will and Testament of Dora Hooks Smith, deceased, duly probated in the office of the Clerk of Superior Court of Wayne County, North Carolina. And being the same lot of land conveyed to C. H. Britt and wife, Julia Britt, by Deed dated April 16, 1956, which deed is duly recorded in the Wayne County Registry in Book 445 at Page 333.

EXHIBIT B

NORTH CAROLINA

WAYNE COUNTY

FUNDING AGREEMENT FOR THE
RENOVATION OF ROSEWOOD
MIDDLE SCHOOL

This Agreement made by and between the Wayne County Board of Commissioners (County) and the Wayne County Board of Education (BOE) made the 9th day of October, 2024.

WITNESSETH:

WHEREAS, Rosewood Middle School was constructed in the 1920s and is currently in need of extensive renovations:

WHEREAS, SL 2021-180 appropriated \$20,000,000 to Wayne County as a special appropriation block grant; and

WHEREAS, on December 7, 2021, the Wayne County Board of Education and the Wayne County Board of Commissioners passed a joint resolution committing a \$20,000,000 State of North Carolina block grant towards for renovations to Rosewood Middle School or a replacement facility; and

WHEREAS, SL 2023-134 appropriated a \$7,000,000 State Capital Infrastructure Grant ("SCIF Grant") to Wayne County; and

WHEREAS, on June 4, 2023, the Wayne County Board of Education and the Wayne County Board of Commissioners passed a joint resolution committing \$5,325,000 of the SCIF Grant towards the Rosewood Middle School renovation project; and

WHEREAS, the County and BOE have approved a renovation plan for Rosewood Middle which will require demolition of certain portions of the existing facility and construction of new buildings on site; and

WHEREAS, as of the date of this Agreement, the project is estimated to have an all-inclusive cost (including demolition) of \$37,314,000.

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

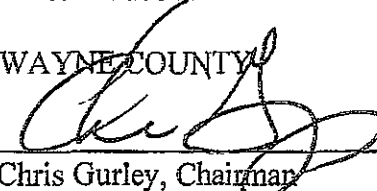
1. Funding for the Rosewood Middle School project shall be as follows:

- \$25,325,000 in state block grant and SCIF grant funding.
- County will provide up to \$10,000,000 towards the combined balances of the demolition GMP and the new construction GMP through a combination of debt financing, pay as you go funding, or grant funding as determined by the Board of Commissioners. The Board of Commissioners shall determine the method of debt financing, subject to approval by the North Carolina Local Government Commission.
- If the actual project cost exceeds the \$35,325,000 currently allocated by this agreement and described herein, the parties will work together to either revise the

scope of work to reduce costs or identify additional funds from other sources or from within the BOE's or County's budgets to cover any overage.

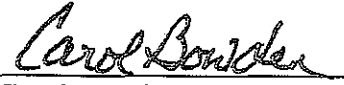
- Once the parties have identified funding sources for the project, any additional grant funding received for this project following execution of this Agreement shall first be applied to the actual costs of the project beyond \$35,325,000 and not to exceed \$37,314,000 (unless otherwise agreed) then shall be applied towards the project as mutually agreed by both parties. New funds shall not be used to increase the agreed upon scope of work of the project unless otherwise agreed by both parties.
2. Throughout the project, the BOE shall provide updates to a working group including members of the Board of Commissioners, BOE and senior staff, or as requested by the County on the status and progress of the Rosewood Middle School project including decisions anticipated or any new developments that are reasonably anticipated to impact the project or its cost.
 3. The BOE will transfer ownership of Rosewood Middle School to the County so that the parties can realize sales tax savings through the course of the project.
 4. The County will transfer ownership of all Rosewood Middle School property back to the BOE once all debt relating to the project is retired.
 5. The BOE shall act as the County's agent to carry out all phases of construction of the Rosewood Middle School project. This shall include negotiations of all contracts so long as the funds to be expended pursuant to those contracts are within the established project budget set out herein.

IN WITNESS WHEREOF, the County and BOE have executed this Agreement on the day and year first written above our hands and seals as set out above.

WAYNE COUNTY
By: 
Chris Gurley, Chairman
Board of Commissioners



ATTEST:


Carol Bowden
Clerk to the Board

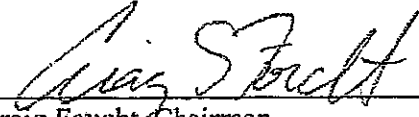
This instrument has been preaudited as required by the Local Government Budget and Fiscal Control Act.


Angie Boswell, County Finance Officer

10/9/24
Date

WAYNE COUNTY BOARD OF
EDUCATION

By:



Craig Foucht, Chairman
Wayne County Board of Education

ATTEST:



Dr. Marc Whichard
Superintendent

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



Leslie Rouse, Board of Education Finance Officer

10/7/24

Date



TO: Wayne County Board of Commissioners
FROM: Mandy Trujillo, Wayne County Procurement Specialist
DATE: November 1, 2024
SUBJECT: Approval to award the Request for Proposal & Contract of Ice Machine Maintenance

Request for Proposals were sent out on October 2, 2024 and four bids were opened on October 30, 2024, at 2:00 pm. Kendall Lee, Facilities Department, and Mandy Trujillo, Procurement Specialist reviewed and analyzed the bids after they were opened.

We respectfully request the Wayne County Board of Commissioners approve the bid from Envirotrol. We would like to enter into a one-year contract maintain the county wide Ice Machines.

The bid tab is attached for your review.

Bid Tab for Ice Machines

2:00:00 PM

10/30/2024

Trave
Attachment H Page 2

Company Name	Required Forms	Bid	Hourly Rate	After Hours Rate	Flat Rate
Perry	missing cover letter	\$25,500	\$98	\$147	\$225
Envirotrol	complete	$ \begin{array}{r} \$14,333 \\ + 1,268.39 \\ \hline \$15,601.39 \end{array} $	\$157	\$236	\$100
ACI	complete	\$16,200	\$120	\$180	\$125
NIS	complete	\$15,416	\$110	\$225	\$175

County Staff

Mandy Trujillo

Kendall Lee



Wayne County

Mechanical Investment Service Proposal

Date:

10/25/2024

Proposal Number:

P01949

Prepared for:

Wayne County
224 East Walnut Street
Goldsboro, North Carolina 27530

Prepared by:

Keith Watts

910-389-7826

kwatts@etrol.net



Table of Contents

Executive Summary

Introduction

Services Provided

Maintenance Agreement

Equipment Schedule

Air Filter Schedule



Preface- Executive Summary

Mrs. Mandy Trujillo
224 East Walnut Street
Goldsboro, North Carolina 27530

Dear Mrs. Mandy Trujillo;

Thank you for taking the time to meet with Envirotrol, LLC and giving us the opportunity to provide this solution to you.

Envirotrol, LLC, is unique in many ways. We are local in our commitment to our customers with resources of a national organization, to provide timely support and specific solutions for your facility environmental needs. The foundation of our success, nationwide, is in two major areas; first we seek ways to help you improve your building's operating conditions. Second, we help you reduce or control overall cost related to ownership and operating the facility. Most importantly, we have a long-term involvement in our community and we are dedicated and willing to be the single-source provider for design, installation, retrofit-repair, replacement and maintenance of your entire facility. The foundation of our relationships with our partners begins with creating the most positive client experience possible.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to your entire facility.

After careful survey of your systems, discussions with your staff, and evaluation of financial information, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

Envirotrol, LLC

Keith Watts



Introduction

Service Makes Sense

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

Envirotrol, LLC's approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

Envirotrol, LLC is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.



PROGRAM ADMINISTRATION

This program is professionally developed based upon your management objectives and the requirements of your mechanical equipment, design, age, use, components, and its effect on your business budgets, and personnel. The specific scope is based upon manufacturers' recommendations, and our industry experience.

The proactive and reactive service of this program will be professionally managed under the direction of our professional staff. Upon completion of the service, you will receive a detailed service report outlining performed and recommended services. You stay informed, without staying involved.



Our Service

- Program development
- Professional management and supervision
- Skilled administration and dispatching
- Monitoring program achievement and performance
- Ongoing recommendations and maintenance upgrades

Your Benefits

- Reduced administrative involvement means lower operating costs.
- Receiving regular maintenance reports assures you that your building's system is being properly maintained.



MAINTENANCE TASKING SYSTEM

Preventive Maintenance Services may be scheduled using our proprietary Maintenance Tasking System. An important feature of this system is our customized service checklist, tailored to the specific systems at your facility and detailing the exact services and procedures we will perform to help keep your systems operating efficiently.

Maintenance frequency is determined by an analysis of your systems, which takes into account variables such as your equipment's operating hours, application, environment and manufacturer's recommendations. Based on this analysis, we will develop a maintenance frequency for your particular equipment. All completed service calls will be documented with a detailed customer service report, and this report will be reviewed with you or your representative after each service call.



Our Service

- Maintenance tasks based on your operating objectives
- Maintenance tasks based on your equipment needs and operating conditions
- Service frequency and timing by building requirements, type of equipment, and equipment run time
- Exactly the right maintenance, by the right service technician, at the right time

Your Benefits

- Service that meets your business objectives
- Reduces operating costs by optimum labor utilization
- Comprehensive plan for preventive maintenance minimizes breakdown costs and downtime
- Record of preformed proactive and reactive maintenance facilitates monitoring of the program to assure maximum asset utilization
- Reduced administration costs



CUSTOMER SERVICE REVIEW (C.S.R.) PROGRAM

The (C.S.R.) program is designed to ensure that the services being provided continue to meet your changing business objectives and meet or exceed the level of services purchased. The C.S.R. program means that we must continue to earn your business. The program includes regularly scheduled communication to evaluate our service based upon your feedback and direction. It is our goal to exceed the expectations of the customer by providing quality services and on-going communication.



Our Service

- Professional Service Technicians
- Ongoing program administration and monitoring of results
- Verbal and face to face assessments and feedback
- Program adjustments based upon changing business objectives

Your Benefits

- Fast response to a changing business climate
- Open lines of communication
- Continuous improvement programs
- Peace of mind



OPERATIONAL TEST AND INSPECT SERVICE

This program includes the professional operational inspection and testing of all listed equipment by a fully trained service technician. This service will ensure that equipment is operating according to manufacturers' recommendations, seasonal requirements and your business needs. Testing will be performed to ensure proper sequencing and operation. Our highly qualified service technician will provide you with recommendations for additional maintenance, as well as identify any worn, doubtful or broken parts.



Our Service

- Operational inspection of all equipment
- Testing of system components
- Identification of worn, doubtful or broken parts
- Professional recommendations for additional maintenance and components and parts replacement

Your Benefits

- Professionally serviced by highly skilled and trained technicians
- Reduced Breakdowns
- Reduced business interruptions
- Reduced operating cost
- Peace of mind



PROFESSIONAL PREVENTIVE MAINTENANCE

This program includes the highest level of professional preventive maintenance. Preventive maintenance services will be determined based upon your business objectives, risk tolerance, manufacturer's recommendations and our industry experience. This level of professional preventive maintenance is designed to keep your mechanical assets operating at peak performance to maximize equipment life while reducing operating cost and energy consumption.



Our Service

- Results oriented level of preventive maintenance
- Refrigeration cycle peak efficiency calibration
- Cleaning, adjustment, lubrication and calibration of all equipment
- Temperature control service
- Operational analysis of the system
- Cleaning of equipment
- Predictive belt replacement

Your Benefits

- Extended system component life reduces operating costs
- Extended asset life reduces overall ownership costs
- Optimum energy consumption reduces operating and production costs
- Reduced system downtime increases productivity
- Maintaining equipment protects the value of your system
- Peace of mind

**Rockwell
Automation**

Allen-Bradley • Rockwell Software

**DISTECH
CONTROLS**

EXERTHERM
24x7 Thermal Monitoring



MAINTENANCE SUPPLIES

This program includes all required maintenance supplies to effectively implement our Professional Maintenance Program.



Our Service

- Wire nuts, screws, connectors
- Oils and lubricants
- Towels, rags and maintenance absorbents
- Chemicals, etc.
- Cleaning supplies
- Consumables

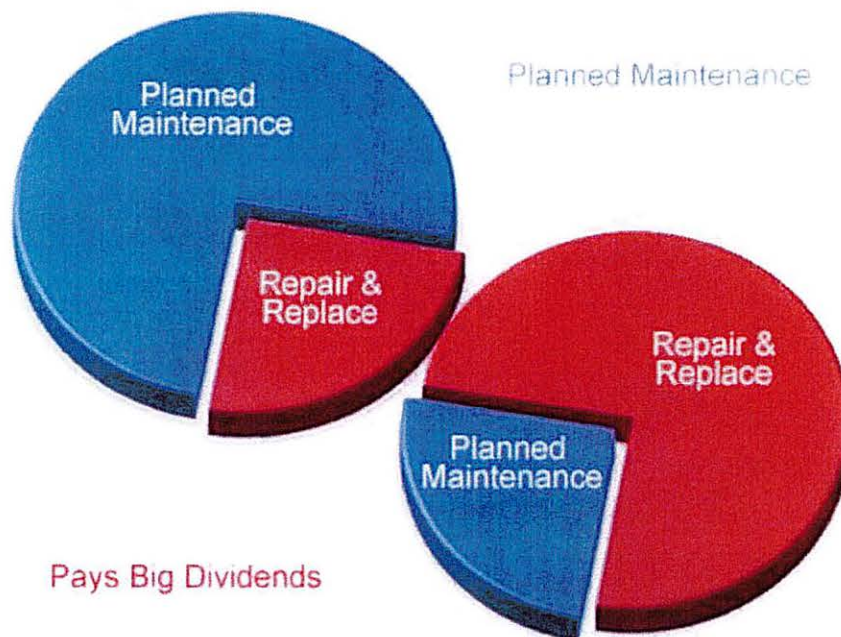
Your Benefits

- No additional charges
- Eliminates inventory costs
- Properly cleaned equipment helps extend equipment life and prevent breakdowns
- Reduces administrative time and cost



MAINTENANCE

Envirotrol, LLC's preventive maintenance program is the key to extending the life of your equipment. Our program provides the necessary labor, materials and test equipment to perform inspection, adjustment, calibration, and testing of the system's operation. By implementing a Maintenance Program you can ensure your system operates at optimal efficiency.



With Envirotrol, LLC you can expect:

- Expert operations and sales staff
- The highest standards and integrity in the industry
- Guaranteed performance
- Fast 24/7/365 emergency service
- Certified service professionals
- America's Best Service Experience
- Results oriented

Your Benefits

- Reduces energy consumption
- Extends equipment life
- Eliminates comfort problems
- Reduces costs
- Protects the value of your system
- Improves system performance
- Reduces down time

Rockwell
Automation

 Allen-Bradley • Rockwell Software

DISTECH
CONTROLS™

EXERTHERM®
24x7 Thermal Monitoring



Tasking

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed.

Ice Machines

Annual Inspection

- Check Condenser coils for cleanliness or obstruction. Clean Annually
- Replace water supply filter dedicated to machine
- Prepare ice machine for cleaning by turning unit off, removing ice and removing access panels as required
- Mix scale away solution per manufacturer's instructions and add to the machine. Circulate & distribute per instructions
- Remove pump tubing for cleaning
- Brush & clean float switch, cube guides, water supply tubes, spray tubes, spray guides & ice bin. Rinse clean as required
- Sanitize per manufacture's instructions. Rinse thoroughly
- Replace all access panels in their correct positions
- Open valves & turn ice machine back on
- Observe operations & monitor freeze & harvest cycle times
- Discard first batch of ice made after cleaning & sanitizing
- Check operations of refrigerant circuit & verify fan operations
- Check voltage & current draw of refrigerant compressor
- Inspect the electrical connections
- Complete service report & share findings with customer
- Test bin control & assist if necessary
- Inspect door gasket for signs of damage

Operational Inspection

- Check Condenser coils for cleanliness or obstruction. Clean Annually
- Observe operations & monitor freeze & harvest cycle times
- Check operations of refrigerant circuit & verify fan operations
- Check voltage & current draw of refrigerant compressor
- Inspect the electrical connections
- Complete service report & share findings with customer
- Test bin control & assist if necessary
- Inspect door gasket for signs of damage



MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Company

Envirotrol, LLC
7311 ACC Blvd.
Raleigh, NC 27617

Proposal Date: 10/25/2024

Proposal Number: P01949

Agreement Number:

Ph: 910-389-7826 Fax:

Bill To Identity	Agreement Location
Wayne County 224 East Walnut Street Goldsboro, North Carolina 27530 Attn: Mandy Trujillo	Wayne County 224 East Walnut Street Goldsboro, North Carolina 27530 Attn: Mandy Trujillo

Envirotrol, LLC will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM: Planned Maintenance **SCHEDULES:** *Equipment Schedule

Agreement coverage will commence on 12/1/2024.

The Agreement price is \$14,333.00 per year, payable in advanced installments of \$7,166.50 per Semi-annual beginning on the effective date of 12/1/2024 through 11/30/2025.

This Agreement is the property of Envirotrol, LLC and is provided for Customer's use only. Envirotrol, LLC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature Sales Consultant

Accepted for Company by: Signature

Name & Title

Date / Phone / Fax

Customer

Signature (Authorized Representative)

Name (Print)

Title

Date





Planned Maintenance Terms and Conditions

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Limitation of Liability.** Filters, belts, fuses, sewer stoppages, lamps, and other wear items requiring regular replacement and maintenance are not covered by any warranty. Envirotrol, LLC shall not be liable for special, indirect, incidental or consequential damages whether in contract, tort or otherwise. Envirotrol, LLC shall not be liable for any loss or damage resulting from any cause beyond Envirotrol, LLC's reasonable control, including, without limitation, an act of God, act or omission of Customer, act of civil or military authority, governmental priority or other allocation or control, fire, strike or other labor difficulty, riot or other civil disturbance, delay in transportation or any other commercial impracticability. Envirotrol, LLC shall not be liable for any advice, instruction, assistance or services that are not required under this Agreement or for which Envirotrol, LLC does not charge Customer. All Services will be performed in a workmanlike manner.
2. **Scope of Services.** Envirotrol, LLC's Services hereunder are limited to those described in the Scope of Work. Costs contained herein are for the Scope of Work, including labor and sales tax unless otherwise noted. Unless otherwise noted in the Proposal, all Services will be completed Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. excluding Envirotrol, LLC designated holidays ("Normal Business Hours") unless otherwise noted. Envirotrol, LLC will be free to start and stop all equipment and machinery incidental to the operation of the mechanical system(s) as arranged with Customer.
3. **Payment.** Customer shall make payment to Envirotrol, LLC within thirty (30) days of the date of invoice unless otherwise stated in the Agreement. Should payment become thirty (30) days or more delinquent, Envirotrol, LLC may stop all work under this Agreement without notice and/or terminate this Agreement. Interest shall accrue at the rate of one and one-half percent (1½ %) per month on all balances still unpaid after thirty (30) days and shall accrue until all principal and interest is paid in full by Customer. In the event Envirotrol, LLC must commence legal action to recover amounts owed to it under this Agreement, Customer agrees to reimburse Envirotrol, LLC for all collection costs incurred by Envirotrol, LLC, including court costs and attorney's fees. A four percent (4%) fee will automatically be added to each invoice paid by credit card. Final acceptance of this agreement by Envirotrol, LLC is contingent upon review and acceptance of Customer's credit rating.
4. **Taxes.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Envirotrol or, alternatively, shall provide Envirotrol with acceptable tax exemption certificates. Envirotrol shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
5. **Hazardous Substances.** Customer agrees to comply with all applicable federal, state, and municipal laws and regulations addressing hazardous materials and substances, including but not limited to asbestos, lead, mold, and bacteria and to provide notice to Envirotrol, LLC of any hazardous materials, substances, and conditions that are, or may be present in the vicinity of Envirotrol, LLC's Work. Envirotrol, LLC's Services do not include the identification, detection, abatement, encapsulation or removal of hazardous conditions, products or materials or material containing asbestos, lead, mold or other hazardous substances. In the event Envirotrol, LLC encounters any hazardous substances in the course of execution of the Work, Envirotrol, LLC shall have the right to discontinue its Work and remove its employees from the premises until Customer takes all action required to fully and satisfactorily abate, encapsulate or remove the hazardous conditions in the manner required by law or industry standards, whichever is stricter. If, after discontinuing Work, it is determined by Customer that no hazardous substance or condition existed, Envirotrol, LLC shall be entitled to additional time in which to render its services or complete its Work under this Agreement. If the hazardous substance or condition is not remedied by Customer, Envirotrol, LLC shall be entitled, in its sole discretion, to terminate this Agreement without penalty. To the fullest extent permitted by law, Customer further agrees to indemnify Envirotrol, LLC against any and all costs, claims, demands, losses, liabilities, actions, lawsuits and other proceedings, and expenses (including attorney's fees, and expert witness costs) incurred by Envirotrol, LLC and caused by or arising out of the identification, detection, abatement, encapsulation, removal or exposure to hazardous conditions or hazardous materials, including but not limited to asbestos, lead, and/or mold, at Customer's premises. The provisions of this Section shall survive any termination or conclusion of the Agreement.
6. **Indemnification.**
 - (a) To the fullest extent permitted by law, Envirotrol, LLC shall indemnify Customer from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property other than the Work itself, but only to the extent caused by the negligent acts or omissions of Envirotrol, LLC or someone directly or indirectly employed by it or for whose acts it may be liable. Such obligation shall not include any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.
 - (b) To the fullest extent permitted by law, Customer shall indemnify Envirotrol, LLC from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the negligent acts, omissions, and/or breach of this Agreement by Customer or anyone directly or indirectly employed by it or for whose acts Customer may be liable, including any damages caused by or as a result of conditions existing at the Project prior to the commencement of Envirotrol, LLC's Work.



TERMS AND CONDITIONS CONTINUED.

7. **Existing Conditions.** Customer will provide reasonable and safe means of access to all Equipment covered by this Agreement. Envirotrol, LLC shall not be held liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. Customer will notify Envirotrol, LLC promptly of any defect in the Equipment. In the event that the Equipment is altered, modified, improperly used, operated beyond capacity, had substitution of parts not approved by Envirotrol, LLC, repaired by others, changed or moved, this Agreement, either in its entirety or in part, may be immediately terminated at Envirotrol, LLC's sole option. Envirotrol, LLC does not assume any responsibility for deficiencies of system design resulting in lack of system performance.
8. **Claims and Disputes.** Envirotrol, LLC and Customer agree that any claim arising from the performance or nonperformance of this Agreement, whether based upon this contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date such claim arose. The parties agree that any such claims and/or disputes shall be brought in a court of competent jurisdiction in the place where the work is located. Customer and Envirotrol, LLC do hereby waive the right to trial by jury of any and all issues arising in any actions or proceedings between the parties connected with this Agreement or any negotiations in connection therewith. The parties agree that this Agreement shall be interpreted in accordance with the laws of the place where the Services are performed.
9. **Termination.** This Agreement and any order or delivery or any Services may be terminated or suspended: (a) by either party if any proceeding under bankruptcy or insolvency laws is brought by or against the party; (b) by a party if the other party defaults in its material obligations and such default is not cured within 60 days of receipt of written notice specifying in detail the default and allowing a meaningful opportunity to correct; (c) by Contractor if it has reason to doubt the ability or willingness of Customer to pay for the Goods and/or Services; (d) by Contractor if Customer fails to follow recommendations of Contractor or fails to exercise good product stewardship; (e) by Contractor if the sale or use of any of the Goods might violate any intellectual property rights; or (f) by either party at the end of any term as defined herein, or one-year period (whichever is longer), by giving thirty (30) days' notice in writing in advance to the other party. If the Agreement is not cancelled as herein provided, it shall automatically renew from year to year. Upon renewal Envirotrol, LLC reserves the right to increase the Annual Fee. Notice of any change in the Annual Fee will be provided thirty (30) days prior to renewal. Customer has the right to terminate thirty days before the end of the term or within 30 days of receiving notice of an Annual Fee increase.
10. **Confidentiality.** Any asset evaluations, capital budgeting, non-public observations and other representations, and other recommendations made by Envirotrol, LLC or presented in this Agreement to Customer ("Confidential Information") are the proprietary and confidential information of Envirotrol, LLC. Confidential Information is provided solely with the understanding and agreement that Customer will keep the Confidential Information confidential. Customer may only disclose Confidential Information to Customer personnel and agents on a need-to-know basis and with each being apprised of the nature of the Confidential Information and with the agreement of each party to maintain such in confidence. Copies of this Agreement, information associated with this Agreement, and Envirotrol, LLC's Scope of Work may not be distributed to third-parties without the prior written consent of Envirotrol, LLC.
11. **Non-Solicitation.** Customer agrees that for a period of two years from the date hereof, customer will not solicit to employ or engage any of Envirotrol, LLC's officers or employees so long as they are employed or engaged by Envirotrol, LLC, without obtaining Envirotrol, LLC's prior written consent which may be withheld in its sole and absolute discretion; provided, however, that the foregoing shall not prohibit Customer from soliciting any person by means of general advertising.
12. **General Provisions.** The commencement of Work by Envirotrol, LLC shall constitute Customer's acceptance of this Proposal, Addenda and the Standard General Terms and Conditions ("Agreement"). Unilateral modifications of this Agreement by Customer will not be binding on Envirotrol, LLC. In the event of any conflict between the terms and requirements of this Agreement, the order of precedence shall be as follows: (1) the requirements of the Proposal; (2) Addenda; (3) Standard General Terms and Conditions.
13. **Notices.** Notices shall be in writing and effective upon receipt. Notices to the Customer shall be sent to the party listed and to the address first stated in the Agreement or to any other address specified by them from time to time. Notices to Envirotrol, LLC shall be sent to: Contract Administrator, Envirotrol, LLC, 250 Swathmore Ave., High Point, NC 27263.

Inventory of Equipment

Assets

Qty	Equipment	Manufacturer	Model	Serial#	Location	Area Served	Type	Type Description
1	Ice Machine 001	Ice O matic	ICE0520FA6		Winders Detention Center	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 002	Ice O matic	ID0452A-161		COB	1st Floor	REF-ICE-MCH	Ice Machine
1	Ice Machine 003	Ice O matic	CME256AS-1H		Courthouse - New	2 nd floor mech room	REF-ICE-MCH	Ice Machine
1	Ice Machine 004	Ice O matic	ID0302A-161		Courthouse - Old	1 st Floor Breakroom Laundry Rm – Outside Directors office	REF-ICE-MCH	Ice Machine
1	Ice Machine 005	Ice O matic	CU2026MA-1A		Facilities Services	Breakroom	REF-ICE-MCH	Ice Machine
1	Ice Machine 006	Ice O matic	CO322SA-1E		Farm Services (Maxwell)	Break – Kitchen Area	REF-ICE-MCH	Ice Machine
1	Ice Machine 007	Ice O matic	KM-101BAH		Grounds – brick Building	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 008	Ice O matic	MC0530SA-1A		Jail	2 nd Floor Breakroom – Outside 911	REF-ICE-MCH	Ice Machine
1	Ice Machine 009	Ice O matic	KD0420A-161		Jeffrey's Building	4 th Floor Breakroom	REF-ICE-MCH	Ice Machine
1	Ice Machine 010	Ice O matic		MIM50	Courthouse - Finance	Closet by back door	REF-ICE-MCH	Ice Machine
1	Ice Machine 011	Ice O matic	KD0270A		Goldsboro Library	Kitchen Area	REF-ICE-MCH	Ice Machine
1	Ice Machine 012	Ice O matic	IYT0500A-161		Services on Aging	Employee Breakroom	REF-ICE-MCH	Ice Machine
1	Ice Machine 013	Ice O matic	C0330MA-1C		Steele Memorial Library	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 014	Ice O matic	C1848MA-32E		Maxwell Center	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 015	Ice O matic	C0530MA-1E		Maxwell Center	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 016	Ice O matic	KD0270A		Airport	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 017	Ice O matic	CU1526MA-1A		Sheriff's Annex	Kitchen	REF-ICE-MCH	Ice Machine
1	Ice Machine 018	ice o matic	KM-350MAJ		911 Building	Breakroom	REF-ICE-MCH	Ice Machine

**COUNTY OF WAYNE, NORTH CAROLINA
POSITION CLASSIFICATION AND PAY PLAN**

Amended: July 1, 2024

by Adoption of the Budget Ordinance

EFFECTIVE Dec 1, 2024

GRADE	MINIMUM	MIDPOINT	MAXIMUM
61	\$31,222	\$42,150	\$56,903
	AIRPORT OPERATIONS MANAGER ANIMAL CONTROL OFFICER ADMINISTRATIVE ASSISTANT ANIMAL SHELTER ATTENDANT ANIMAL SHELTER ATTENDANT/RESCUE COORDINATOR CONVENTION CENTER CUSTODIAN DENTAL ASSISTANT DEPUTY REGISTER OF DEEDS I HOUSEKEEPING ASSISTANT LINE TECHNICIAN LIBRARY ASSISTANT PRODUCTION TECHNICIAN SITE MAINTENANCE/ATTENDANT WEIGHMASTER		
62	\$32,783	\$44,258	\$59,748
	ANIMAL CONTROL SUPERVISOR ASSISTANT REGISTER OF DEEDS I FARMERS MARKET COORDINATOR GROUNDSKEEPER GROUNDSKEEPER/EQUIPMENT OPERATOR MAPPER		
63	\$34,423	\$46,470	\$62,735
	4-H PROGRAM ASSISTANT ASSISTANT REGISTER OF DEEDS II CH PERMIT ANALYST CHILD SUPPORT AGENT I DENTAL ASSISTANT SUPERVISOR GROUNDKEEPER LEAD GROUNDSKEEPER/ORC INCOME MAINTENANCE INVESTIGATOR I		

	LITERACY PROGRAM COORDINATOR MAINTENANCE TECHNICIAN MAXWELL STAFF ASSISTANT/RECEPTIONIST VENUE SERVICES TEAM MEMBER		
64	\$36,144	\$48,794	\$65,872
	ADMINISTRATIVE ASSISTANT I DETENTION OFFICER I DETENTION OFFICER II DETENTION OFFICER II/COURT SPEC DETENTION OFFICER II/INMATE CONTROL DETENTION OFFICER II/INMATE SERVICES DETENTION OFFICER II/INTERPRETER DETENTION OFFICER-ENTRY DETENTION OFFICER - MASTER GIS SPECIALIST NON-CERTIFIED SPECIAL DEPUTY OFFICE ASSISTANT PROCESSING ASSISTANT III SOIL CONSERVATION ADMIN & PROGRAM ASST		
65	\$37,951	\$51,234	\$69,166
E/E	ANIMAL SHELTER SUPERVISOR BASIC EMT CHILD SUPPORT AGENT II CRIMINAL ANALYST DEPUTY REGISTER OF DEEDS II ELECTIONS ADMINISTRATOR FLEET MAINTENANCE MECHANIC LIBRARY BRANCH MANAGER-NORTHERN WAYNE MAIL DEPOSIT SERVICES COORDINATOR MAINTENANCE TECHNICIAN - SEWER FUND MEDICAL RECORDS ASSISTANT PRE-TRIAL RELEASE COORDINATOR PROCESSING ASSISTANT IV RECYCLING COORDINATOR TAX ASSISTANT I TRANSPORTATION COORDINATOR		
66	\$39,848	\$53,795	\$72,624
	AEMT ASSISTANT CIRCULATION DEPT HEAD		

	CALL TAKER FOREIGN LANGUAGE INTERPRETER INCOME MAINTENANCE CASEWORKER I INCOME MAINTENANCE TECHNICIAN LEAD CHILD SUPPORT AGENT II PATIENT RELATIONS REPRESENTATIVE PLUMBER PROCESSING ASSISTANT V REFERENCE ASSISTANT SENIOR CENTER PROGRAM MANAGER		
67	\$41,841	\$56,485	\$76,255
E/P/L	ACCOUNTING TECHNICIAN ASSISTANT COUNTY VETERANS OFFICER CHILD SUPPORT SUPERVISOR I COMMERCIAL PAINTER DEPUTY SHERIFF - ENTRY DEPUTY SHERIFF I DEPUTY SHERIFF II DEPUTY SHERIFF - MASTER DEPUTY DEPUTY SHERIFF - ENTRY/SRO DEPUTY SHERIFF I/SRO DEPUTY SHERIFF II/SRO DEPUTY SHERIFF - MASTER DEPUTY/SRO DETENTION OFFICER-CORPORAL ENVIRONMENTAL TECHNICIAN-SOLID WASTE EQUIPMENT OPERATOR/TRUCKS INFORMATION & OPTIONS COUNSELOR MAINTENANCE SUPERVISOR PROCESSING UNIT SUPERVISOR SOCIAL WORKER TRAINEE SOIL CONSERVATION TECHNICIAN I TAX ASSISTANT II TELECOMMUNICATOR		
68	\$43,933	\$59,309	\$80,068
	AUDIO VISUAL & MEDIA SPECIALIST CHILD SUPPORT SUPERVISOR II CREW CHIEF DETENTION - SERGEANT DEPUTY OPERATIONS MANAGER ELECTRICIAN		

	FIELD TRAINING OFFICER HEAVY EQUIPMENT OPERATOR HOUSEKEEPING SUPERVISOR HUMAN SERVICES COORDINATOR III INCOME MAINTENANCE CASEWORKER II LICENSED PRACTICAL NURSE MAPPER/PROPERTY TRANSFER OFFICER MEDICAL LABORATORY TECH II OFFICE MANAGER PARAMEDIC SOIL CONSERVATION TECHNICIAN II TAX ASSISTANT III/LISTING SUPERVISOR		
69	\$46,130	\$62,275	\$84,071
E/A	ANIMAL SERVICES DIRECTOR APPRAISER ASSISTANT REGISTER OF DEEDS II ASSISTANT SUPERVISOR DEPUTY SHERIFF-CORPORAL/DETECTIVE EH SPEC / FOOD & LODGING COORDINATOR FLEET MAINTENANCE SUPERVISOR HEAVY EQUIPMENT MECHANIC HVAC TECHNICIAN E/A IN-HOME AIDE PROGRAM SUPERVISOR LIBRARY CHILDRENS DEPT HEAD LIBRARY REFERENCE LIBRARIAN LITERACY PROGRAM MANAGER MAXWELL CENTER VENUE SERVICES MANAGER PUBLIC HEALTH EDUCATION SPECIALIST RESEARCH/MARKETING SPECIALIST SOCIAL WORKER I STATE COST SHARE TECHNICIAN TELECOMMUNICATOR - LEAD		
70	\$48,436	\$65,389	\$88,275
E/A	BUILDING CODE INSPECTOR I BUS/PERSONAL PROPERTY ADMINISTRATOR CHIEF PROPERTY TRANSFER OFFICER DEPUTY SHERIFF - SERGEANT/DETECTIVE SERGEANT DEPUTY SHERIFF-SERGEANT/SRO DEPUTY TAX COLLECTOR FIELD SUPERVISOR		

	GROUNDS SUPERVISOR -ORC INCOME MAINTENANCE CASEWORKER III INCOME MAINTENANCE CASEWORKER III - LEAD INCOME MAINTENANCE INVESTIGATOR II IT SUPPORT TECHNICIAN - DSS IT SUPPORT TECHNICIAN E/A E/A LIBRARY BRANCH MANAGER-STEELE FULL SERVICE LOCAL HISTORY LIBRARIAN NUTRITIONIST II PARALEGAL PUBLIC HEALTH NURSE I TELECOMMUNICATOR - ASST SUPER
71	\$50,858 \$68,658 \$92,688
E/A E/E E/E E/A E/A E/A E/A E/A E/E	BUSINESS MANAGER CODE ENFORCEMENT OFFICER DAY REPORTING CENTER DIRECTOR DENTAL HYGIENIST DEPUTY SHERIFF - SGT DETENTION OFFICER - LIEUTENANT ELECTIONS TECHNICIAN EMPLOYEE RELATIONS ADMINISTRATOR ENVIRONMENTAL HEALTH SPECIALIST IT SUPPORT SPECIALIST LIBRARY CHILDREN'S DEPT HEAD LIBRARY EXPERIENCES MANAGER LIBRARY REFERENCE DEPT HEAD LIBRARY TECHNICAL SERVICES SUPERVISOR LITERACY CONNECTIONS DIRECTOR MAPPING SUPERVISOR MAXWELL CENTER EVENT MANAGER PLANNER PUBLIC INFORMATION ASSISTANT- PA SOCIAL WORKER II SOIL CONSERVATION COORDINATOR SUPERVISOR-EMS TELECOMMUNICATOR- SHIFT SUPERVISOR
72	\$53,401 \$72,091 \$97,323
	ASSISTANT PAYROLL ADMINISTRATOR ASSISTANT FIRE MARSHALL BUILDING CODE INSPECTOR II

E/A	GRANT COORDINATOR/ADMINISTRATOR
	HR ADMINISTRATOR
E/A	INCOME MAINTENANCE SUPERVISOR II
	IT SENIOR SUPPORT TECHNICIAN
E/A	JAIL NAVIGATOR
	MEDICAL RECORDS MANAGER
E/A	NUTRITIONIST III
	OFFICE MANAGER/DEPUTY CLERK
E/A	PUBLIC AFFAIRS SPECIALIST
	PUBLIC HEALTH NURSE ERN
E/A	TAX PROGRAMMER
	TRAINING/QA MANAGER
73	\$56,071 \$75,696 \$102,189
E/A	ACCOUNTING SPECIALIST
	AIRPORT MANAGER
E/A	DEPUTY SHERIFF-LIEUTENANT DETECTIVE/FORENSIC
	DEPUTY SHERIFF-LIEUTENANT/CIVIL
E/A	DEPUTY SHERIFF-LIEUTENANT/DETECTIVE
	DEPUTY SHERIFF-LIEUTENANT/DRUGS
E/A	DEPUTY SHERIFF-LIEUTENANT/PATROL
	DEPUTY SHERIFF-LIEUTENANT/PILOT
E/A	DEPUTY SHERIFF-LIEUTENANT/SS
	DEPUTY SHERIFF-LIEUTENANT/WARRANTS
E/A	DEPUTY SHERIFF - LIEUTENANT/SRO
	ENVIRONMENTAL HEALTH SUPERVISOR
E/A	HR GENERALIST
	IT SENIOR SUPPORT SPECIALIST
E/E	MAXWELL CENTER SALES & MARKETING DIRECTOR
	PUBLIC HEALTH EDUCATION SUPVSR
E/E	PUBLIC INFORMATION OFFICER
	PROCUREMENT SPECIALIST
E/P/L	RN SUPERVISOR
	SOCIAL WORKER III
E/P/L	ULTRASOUND TECHNICIAN I
74	\$58,874 \$79,480 \$107,298
E/A	ACCOUNTING/PAYROLL SUPERVISOR
	APPRAISER SUPERVISOR
E/E	ASSISTANT DIRECTOR SOLID WASTE
	BUILDING CODE INSPECTOR III
E/E	COLLECTIONS DIVISION MANAGER

E/A	INCOME MAINTENANCE SUPERVISOR III
	IT ASSOCIATE SYSTEMS ADMIN
	OPERATIONS MANAGER -911
	PAYROLL ADMINISTRATOR
E/E	SERVICES ON AGING ASSISTANT DIRECTOR
	TRAINING OFFICER
75	\$61,818 \$83,454 \$112,663
E/A	DEPUTY DIRECTOR-BOARD OF ELECTION
	DEPUTY SWAT/MEDIC/PILOT
E/A	EMERGENCY MANAGEMENT COORDINATOR
E/A	EXISTING BUSINESS & INDUSTRY SPEC.
E/A	IT SYSTEMS ADMINISTRATOR
E/E	MEDICAL LABORATORY SUPERVISOR
E/A	NUTRITION PROGRAM DIRECTOR
E/A	OPERATIONS OFFICER
	PUBLIC HEALTH NURSE II
	SOCIAL WORKER IAT
E/A	SOCIAL WORKER SUPERVISOR II
E/E	VETERANS SERVICES OFFICER/DIRECTOR
76	\$64,909 \$87,627 \$118,296
E/A	ASSISTANT DIRECTOR OF NURSING
E/E	ASSISTANT TO COUNTY MANAGER/CLERK TO BOARD
E/A	BUILDING CODE SUPERVISOR
E/A	BUSINESS OFFICER
E/E	DEPUTY SHERIFF - CAPTAIN
E/E	DEPUTY SHERIFF - CAPTAIN/SRO
	DEPUTY TAX ADMINISTRATOR
E/E	DETENTION OFFICER-CAPTAIN
	GIS ADMINISTRATOR
E/P/C	IT SENIOR SYSTEMS ADMINISTRATOR
E/E	LIBRARY ASSISTANT DIRECTOR
	PUBLIC HEALTH NURSE III
E/E	SERVICES ON AGING DIRECTOR
77	\$68,154 \$92,008 \$124,211
E/A	ACCOUNTING & BUDGET MANAGER
E/E	ENVIRONMENTAL HEALTH SUPERVISOR II
E/E	FIRE MARSHALL
E/P/C	IT SYSTEMS ENGINEER
E/A	OCCUPATIONAL HEALTH NURSE

E/E	PUBLIC HEALTH NURSE SUPERVISOR
E/E	REGISTER OF DEEDS
E/A	SAFETY AND RISK MANAGER
	SOCIAL WORKER SUPERVISOR IAT
E/A	SOCIAL WORKER SUPERVISOR III
78	\$71,562 \$96,609 \$130,422
E/E	EXECUTIVE DIRECTOR BOARD OF ELECTIONS
E/E	INCOME MAINTENANCE ADMIN II
E/E	INSPECTIONS DIRECTOR
E/P/C	IT SENIOR SYSTEMS ENGINEER
E/P/C	IT TECH SERVICES SUPERVISOR
E/E	SOLID WASTE DIRECTOR
79	\$75,140 \$101,439 \$136,943
E/P	DIRECTOR OF NURSING
E/E	FACILITIES DIRECTOR
	IT SENIOR SYSTEMS SUPERVISOR
E/E	PUBLIC AFFAIRS DIRECTOR
E/E	SOCIAL WORKER PROGRAM MANAGER
80	\$78,897 \$106,511 \$143,790
E/E	911 CENTER DIRECTOR
E/E	DEPUTY SHERIFF - MAJOR
E/P/C	IT OPERATIONS MANAGER/APP ANALYST
E/E	JAIL ADMINISTRATOR - MAJOR
E/E	LIBRARY DIRECTOR
81	\$82,842 \$111,837 \$150,980
E/E	ADVANCED PRACTICE PROVIDER II
E/A	ASSISTANT DIR OF HUMAN RESOURCES
E/A	ASSISTANT FINANCE DIRECTOR
E/E	EMS DIRECTOR
E/E	OFFICE OF EMERGENCY SERVICES DIRECTOR
E/E	PLANNING DIRECTOR
82	\$86,984 \$117,429 \$158,529
E/E	HUMAN SERVICES DEPUTY DIRECTOR
E/E	PUBLIC HEALTH DEPUTY DIRECTOR
84	\$91,333 \$123,300 \$166,455
E/E	DENTIST

E/E	TAX ADMINISTRATOR
85	\$100,467 \$135,630 \$183,101
E/E	FINANCE DIRECTOR
E/E	HUMAN RESOURCE DIRECTOR
E/E	IT DIRECTOR
E/E	MAXWELL CENTER DIRECTOR
E/E	PUBLIC HEALTH DIRECTOR
E/E	SHERIFF
E/E	SOCIAL SERVICES DIRECTOR
86	\$110,513
86	\$121,565
86	\$133,721
NG*	Not on Grade
E/E	ASSISTANT COUNTY MANAGER
E/P	COUNTY ATTORNEY
E/E	COUNTY MANAGER
E/E	GWTA DIRECTOR
E/P	STAFF ATTORNEY
Titles with these designations may be qualified as FLSA exempt : E/E designates Exempt Status/Executive E/A designates Exempt Status/Administrative E/P designates Exempt Status/Professional E/P/C designates Exempt Status/Professional/Computers E/P/L designates Exempt Status/Professional/Learned	

Prepared By/Return to: Attorney Andrew J. Neal, Wayne County Staff Attorney
PO Box 227, Goldsboro, NC 27533

NORTH CAROLINA

DEED OF EASEMENT

WAYNE COUNTY

THIS DEED OF EASEMENT, made and entered into this 19th day of November, 2024 by and between COUNTY OF WAYNE, a body politic and corporate organized under the laws of the State of North Carolina, having a mailing address of P.O. Box 227, Goldsboro, NC 27533 hereinafter referred to as "Grantor"; and LARRY DWIGHT PERRY and wife, LAVENA PERRY whose mailing address is 207 Combs Road, Goldsboro, NC 27530 hereinafter referred to as "Grantee."

WITNESSETH:

THAT WHEREAS, Grantor is the owner and operator of the Wayne County Executive Jetport located at 240 Aviation Road, Pikeville as described in Deed Book 2862, Page 309 in the Office of the Register of Deeds of Wayne County; and

WHEREAS, Grantee's owns and maintains livestock on property adjoining the Wayne County Executive Jetport; and

WHEREAS, several times a year, it is necessary for Grantee to cross over Grantor's property for the purposes of moving livestock to parcels owned by Grantee which adjoin the Wayne County Executive Jetport, and

WHEREAS, Grantor desires to grant to Grantee, its successors and assigns, an easement for the movement of livestock.

NOW THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to them in hand paid, do hereby give, grant, and convey unto Grantee an easement described in the

map entitled "Cattle Crossing Easement for Wayne Executive Jetport (GWW) & Larry Dwight Perry" which is attached hereto and incorporated herein by reference as Exhibit A.

Grantor grants to the Grantee and its successors and assigns, full right and privilege for a period of ten (10) years following the recording of this instrument through its agents and servants, to enter upon said lands and pass and repass over the same for the purposes of moving livestock.

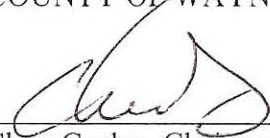
It is understood and agreed that Grantee shall have the right to construct and maintain fencing on said easement with the prior approval of Grantor. It is further understood that Grantee shall be responsible for any damages to Grantor's existing fence surrounding the Wayne County Executive Jetport caused by Grantee, its agents, or its livestock.

TO HAVE AND TO HOLD said right and easement to it, the Grantee, and its successors in title for a period of ten (10) years; it being agreed that the right and easement hereby granted is appurtenant to and runs with the land now owned by Grantee and hereinabove referred to.

IN TESTIMONY WHEREOF, the Grantors have hereunto set its hand and seal the day and year first above written.

COUNTY OF WAYNE

BY:


Chris Gurley, Chairman
Wayne County Board of Commissioners



ATTEST:



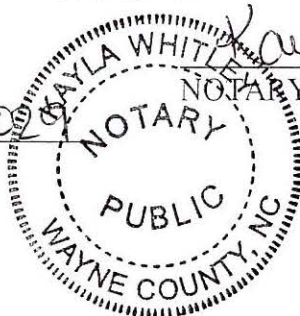
Carol Bowden
Clerk to the Board of Commissioners

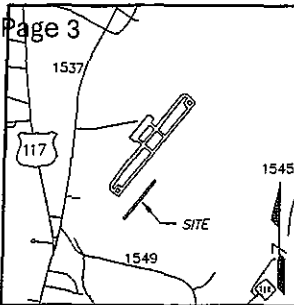
NORTH CAROLINA
COUNTY OF WAYNE

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

Witness my hand and official seal, this the 19th day of November, 2024.

My commission expires: March 24, 2025





VICINITY MAP
(NOT TO SCALE)

NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS IN FEET & DECIMALS THEREOF, UNLESS OTHERWISE NOTED.
2. ALL UNDERGROUND UTILITIES ARE NOT SHOWN ON THIS SURVEY.

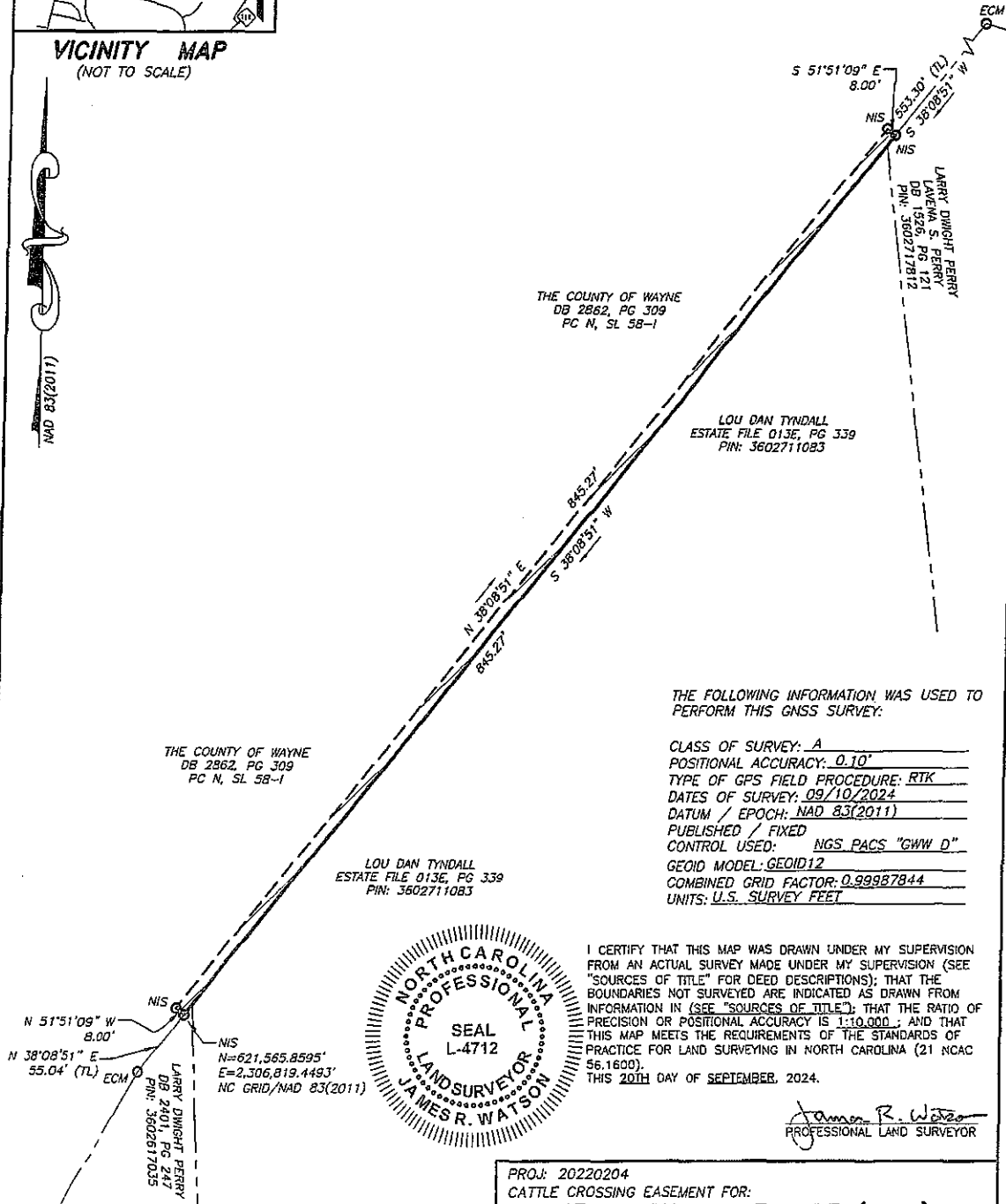
SOURCES OF TITLE

DB 2862, PG 309
PC N, SL 58-1

EASEMENT
ACREAGE DATA
(BY COMPUTER)

6,762 SQ. FT.

NAD 83(2011)



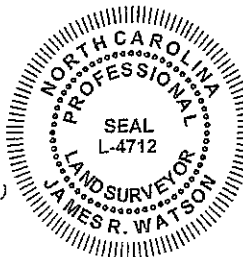
THE FOLLOWING INFORMATION WAS USED TO
PERFORM THIS GNSS SURVEY:

CLASS OF SURVEY: A
POSITIONAL ACCURACY: 0.10'
TYPE OF GPS FIELD PROCEDURE: RTK
DATES OF SURVEY: 09/10/2024
DATUM / EPOCH: NAD 83(2011)
PUBLISHED / FIXED
CONTROL USED: NGS PACS "GWW D"
GEOID MODEL: GEOID12
COMBINED GRID FACTOR: 0.99987844
UNITS: U.S. SURVEY FEET

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (SEE "SOURCES OF TITLE" FOR DEED DESCRIPTIONS); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN (SEE "SOURCES OF TITLE"); THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS 20TH DAY OF SEPTEMBER, 2024.

James R. Watson
PROFESSIONAL LAND SURVEYOR



LEGEND

ECM = EXISTING CONCRETE MONUMENT
NIS = NEW IRON STAKE
TL = TIE LINE
= NOT TO SCALE
= ADJOINING PROPERTY LINE
= EASEMENT LINE
= EASEMENT / PROPERTY LINE



PROJ: 20220204

CATTLE CROSSING EASEMENT FOR:

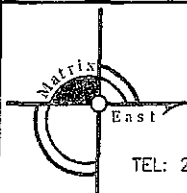
**WAYNE EXECUTIVE JETPORT (GWW)
& LARRY DWIGHT PERRY**

STONEY CREEK TOWNSHIP

WAYNE COUNTY, NC

SEPTEMBER 20, 2024

SCALE: 1" = 100'



**MATRIX
EAST, PLLC**

906 N. QUEEN ST., SUITE A
KINSTON, NC 28501

TEL: 252-522-2500 FAX: 252-522-4747

FIRM LIC. # P-0221

EMAIL: surveyor@matriceast.net

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2024-29: A RESOLUTION ESTABLISHING A POLICY TO PROHIBIT
VIEWING OF PORNOGRAPHY ON COUNTY NETWORKS AND DEVICES IN
ACCORDANCE WITH NCGS §143-805**

WHEREAS, in the ordinary course of business Wayne County operates an extensive information technology system in order to serve the needs of its citizens; and

WHEREAS, Wayne County regularly implements security measures to ensure that its networks and devices are secure and that all sensitive County data is secured; and

WHEREAS, the existing Wayne County Information Technology Acceptable Use Policy forbids employees from using County networks and devices to access, create, store or transmit sexually explicit materials; and

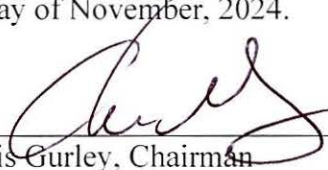
WHEREAS, SL 2024-26 created NCGS § 143-805 which requires local agencies to enact policies containing specific provisions relating to the viewing of pornography on government networks and devices which exceed existing provisions in the Wayne County Acceptable Use Policy.

NOW, THEREFORE, BE IT RESOLVED that the following policy shall apply in the County of Wayne:

1. During the time they are working for and being paid by the County, no employee of the County of Wayne shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the County, whether on a device controlled by the County or on a privately owned, leased, maintained, or otherwise controlled device.
2. During the time they are working for and being paid by the County, no employee, elected official, or appointee of the County shall view pornography on a device owned, leased, maintained, or otherwise controlled by the County.
3. Paragraphs 1, 2, and 6 shall not apply to law enforcement officers if the use falls under the provisions of NCGS 143-805(d), however, law enforcement officers shall follow the recommendations for appropriate viewing of pornography issued by the State Chief Information Officer under NCGS 143- 805(d).
4. Annually, no later than August 1 and in the format required by the State Chief Information Officer, the Wayne County Information Technology Director (IT Director) shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on the County's network.

5. The terms used herein shall be defined as set forth in NCGS 143-805(g).
6. Any employee, elected official, or appointee of the County who has saved pornography to a device owned, leased, maintained, or otherwise controlled by the County shall remove, delete, or uninstall the pornography immediately.
7. Any employee of the County who becomes aware of a violation of any provision of this policy shall report the violation to the IT Director and Human Resources Director. If the violation was by an appointee of the Board of Commissioners, the IT Director or Human Resources Director shall report the violation to the Board of Commissioners unless the appointee first resigns from the position held.
8. An employee of the County who violates any provision of this policy shall be subject to disciplinary action under Article 9 of the Wayne County Personnel Policy.
9. The IT Director shall incorporate this policy in the Wayne County IT Department's Acceptable Use Policy.
10. Any appointee of the County who violates any provision of this policy shall be subject to removal by the Board of Commissioners. Elected officials who violate any provision of this policy shall be subject to the penalties provided for elected officials under North Carolina law.

Passed and adopted this the 19th day of November, 2024.


Chris Gurley, Chairman
Wayne County Board of Commissioners

ATTEST:


Carol Bowden, Clerk to the Board



**GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023**

**SESSION LAW 2024-26
HOUSE BILL 971**

AN ACT DIRECTING THE DEPARTMENT OF LABOR TO DEVELOP HUMAN TRAFFICKING AWARENESS TRAINING, REQUIRING LODGING ESTABLISHMENTS, ACCOMMODATION FACILITATORS, AND PROPERTY MANAGERS FOR VACATION RENTALS TO IMPLEMENT HUMAN TRAFFICKING AWARENESS TRAINING, INCREASING THE PUNISHMENT FOR A FIRST OFFENSE OF SOLICITING A PROSTITUTE, MODIFYING LAWS RELATED TO HUMAN TRAFFICKING, AND MODIFYING THE DEFINITION OF VICTIM IN THE CRIME VICTIM'S COMPENSATION ACT.

The General Assembly of North Carolina enacts:

MODIFY LAWS RELATING TO HUMAN TRAFFICKING IN LODGING ESTABLISHMENTS AND VACATION RENTALS

SECTION 1. Chapter 130A of the General Statutes is amended by adding a new Article to read:

"Article 24.

"Human Trafficking Public Awareness in Lodging Establishments.

"§ 130A-511. Human trafficking awareness training.

- (a) Definitions. – The following definitions apply in this section:

 - (1) Employee. – As defined in G.S. 130A-492.
 - (2) Employer. – As defined in G.S. 130A-492.
 - (3) Lodging establishment. – As defined in G.S. 130A-492.
 - (4) Third-party contractor. – A person not employed by a lodging establishment who contracts with the lodging establishment to provide services for the lodging establishment.
- (b) Training Development and Availability. – The Department of Labor shall do all of the following:

 - (1) In consultation with the North Carolina Human Trafficking Commission, the North Carolina Restaurant and Lodging Association, and the Department of Health and Human Services, develop a training course, or identify existing training courses, to inform and educate individuals about human trafficking.
 - (2) Ensure the training developed or identified pursuant to this subsection is accessible electronically, in person, or in a classroom setting, without charge, to individuals required to complete the training. The Department of Labor shall not otherwise make the training readily available to the public.
- (c) Lodging Establishment Requirements. – A lodging establishment shall do all of the following:

 - (1) Ensure that employees of the establishment who perform housekeeping services, provide food or beverage services, or perform check-in and check-out duties receive human trafficking awareness training as required by this section. Each lodging establishment shall maintain a training log with the name of the employee, date of training, and name of the approved training



course. The log shall be made available to the Department of Labor if requested, and records for each employee shall be retained for at least three years after the employee has left employment.

(2) Implement a procedure for the reporting of suspected human trafficking to the National Human Trafficking Hotline or to a local law enforcement agency.

(3) Prominently display on the premises in a place that is clearly conspicuous and visible to employees and the public a public awareness sign that contains the National Human Trafficking Resource Hotline information. The Department of Labor shall consult with the North Carolina Restaurant and Lodging Association in developing public awareness signage language.

(d) Third-Party Contractor Requirements. – A third-party contractor shall ensure that any employee of the third-party contractor who performs housekeeping services at the lodging establishment, provides food or beverage services on site at the lodging establishment, or performs check-in and check-out duties at the lodging establishment receive human trafficking awareness training as required by this section.

(e) Training Frequency. – Employees of lodging establishments and third-party contractors that begin employment on or after July 1, 2025, shall complete the training required by this section within 60 days of first providing services to the lodging establishment, and every two years thereafter. Persons employed by a lodging establishment or third-party contractor prior to July 1, 2025, shall complete the training required by this section no later than June 30, 2027, and every two years thereafter.

(f) Penalty. – The Department of Labor may impose an administrative penalty against any lodging establishment or any third-party contractor who willfully and knowingly violates the requirements of this section in the amount of five hundred dollars (\$500.00) for the first violation, one thousand dollars (\$1,000) for the second violation, and two thousand dollars (\$2,000) for the third and each subsequent violation. The clear proceeds of penalties assessed under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2.

(g) No Private Right. – Nothing in this section shall (i) be construed as creating a private cause of action against a lodging establishment, or its employees, for any act or omission arising out of the requirements of this section or (ii) in any way limit or impair the rights or remedies which are otherwise available to a victim of human trafficking under any other law."

SECTION 2. Article 6 of Chapter 42A of the General Statutes is amended by adding a new section to read:

"§ 42A-39. Human trafficking awareness reporting and training requirements.

(a) Definitions. – The following definitions apply in this section:

(1) Accommodation facilitator. – As defined in G.S. 105-164.3.

(2) Employee. – As defined in G.S. 130A-492.

(3) Human trafficking awareness training. – The training developed or identified by the Department of Labor pursuant to G.S. 130A-511.

(4) Property manager. – A landlord, as defined in G.S. 42A-4, or real estate broker, as defined in G.S. 93A-2, that has primary responsibility for the listing, supervision, or maintenance of a vacation rental. The term property manager does not include a landlord that delegates all listing, supervisory, and maintenance responsibilities to a real estate broker.

(5) Third-party contractor. – A person not employed by a property manager of a vacation rental who contracts with the property manager to provide services for the vacation rental.

(6) Vacation rental. – As defined in G.S. 42A-4.

(b) Human Trafficking Reporting Requirement. – Before initially listing a vacation rental, either directly or through an accommodation facilitator, the property manager shall

implement a procedure for the reporting of suspected human trafficking occurring at vacation rentals to the National Human Trafficking Hotline or to a local law enforcement agency.

(c) Human Trafficking Awareness Training. – For any vacation rental offered for lease, all of the following individuals, if applicable, shall complete human trafficking awareness training:

- (1) The property manager, or if the property manager is a partnership, corporation, sole proprietorship, or limited liability company, any employee or third-party contractor who oversees the listing, supervision, or maintenance of the vacation rental on behalf of the property manager.
- (2) The property manager's employees who perform housekeeping services at the vacation rental or provide check-in and check-out services for the vacation rental.
- (3) Any third-party contractor or employee of a third-party contractor who performs housekeeping services at the vacation rental or provides check-in and check-out services for the vacation rental.

(d) Training Frequency. – Individuals required to complete training pursuant to subsection (c) of this section shall complete the training as follows:

- (1) For vacation rentals initially offered for lease on or after July 1, 2025, the property manager shall complete training prior to the vacation rental being offered for lease, and any employee of the property manager, or third-party contractor or employee shall complete training within 60 days of first providing services for the vacation rental, and every two years thereafter.
- (2) For vacation rentals initially offered for lease prior to July 1, 2025, the property manager and all individuals employed or contracted by the property manager prior to July 1, 2025, shall complete the training required by this section no later than June 30, 2027, and every two years thereafter.

(e) Accommodation Facilitator Requirements. – If the vacation rental is listed through an accommodation facilitator, the accommodation facilitator shall comply with all of the following requirements:

- (1) Notify the property manager of the training requirements of this section.
- (2) For any vacation rental initially listed with the accommodation facilitator on or after July 1, 2025, prior to making the listing available, require the property manager to certify that any training required by this section has been completed.
- (3) For any vacation rental initially listed with the accommodation facilitator prior to July 1, 2025, require the property manager to certify no later than June 30, 2027, that any training required by this section has been completed.
- (4) Report to the Department of Labor within 30 days of request on the methods used to notify property managers of the requirements of this section, and to require certification of their compliance with the requirements of this section.

(f) Penalty. – The Department of Labor may impose an administrative penalty against any property manager or any third-party contractor who willfully and knowingly violates the requirements of this section in the amount of five hundred dollars (\$500.00) for the first violation, one thousand dollars (\$1,000) for the second violation, and two thousand dollars (\$2,000) for the third and each subsequent violation. The clear proceeds of penalties assessed under this subsection shall be remitted to the Civil Penalty and Forfeiture Fund in accordance with G.S. 115C-457.2.

(g) Unfair Trade Practice. – It shall constitute an unfair trade practice in violation of G.S. 75-1.1 for a property manager to intentionally make a material misstatement in an acknowledgment of human trafficking awareness training completion.

(h) No Private Right. – Nothing in this section shall (i) be construed as creating a private cause of action against an accommodation facilitator, or its employees, for any act or omission arising out of the requirements of this section or (ii) in any way limit or impair the rights or remedies which are otherwise available to a victim of human trafficking under any other law."

SECTION 3. The Department of Labor shall develop or identify a human trafficking awareness training program that complies with Sections 1 and 2 of this act and make that training program available electronically no later than July 1, 2025.

SECTION 4.(a) G.S. 14-205.1(a) reads as rewritten:

"(a) Except as otherwise provided in this section, any person who solicits another for the purpose of prostitution is guilty of a ~~Class 1 misdemeanor~~ Class I felony for a first offense and a Class H felony for a second or subsequent offense. This subsection shall not apply to the person engaging in prostitution, as defined in G.S. 14-203(5). Any person 18 years of age or older who willfully solicits a minor for the purpose of prostitution is guilty of a Class G felony. Any person who willfully solicits a person who has a severe or profound mental disability for the purpose of prostitution is guilty of a Class E felony. Punishment under this section may include participation in a program devised for the education and prevention of sexual exploitation (i.e. "John School"), where available. A person who violates this subsection is not eligible for a disposition of prayer for judgment continued under any circumstances."

SECTION 4.(b) This section becomes effective December 1, 2024, and applies to offenses committed on or after that date.

MODIFY LAWS RELATING TO VICTIM CONFIDENTIALITY

SECTION 5.(a) G.S. 14-43.17 reads as rewritten:

"§ 14-43.17. Victim confidentiality; penalty for unlawful disclosure.

(a) Confidentiality Requirement. – Except as otherwise provided in subsections (b) and (d) of this section, the name, address, or other information that reasonably could be expected to lead directly to the identity of any of the following, is confidential and shall not be considered a public record as that term is defined in G.S. 132-1:

- (1) A victim.
- (2) An alleged victim.
- (3) An immediate family member of a victim or alleged victim. For purposes of this subdivision, the term "immediate family member" means a spouse, child, sibling, parent, grandparent, grandchild, or the spouse of an immediate family member. This term includes stepparents, stepchildren, stepsiblings, and adoptive relationships.

(b) Exceptions. – Information subject to the confidentiality requirement set forth in subsection (a) of this section may be disclosed only for the following purposes:

- (1) For use in a law enforcement investigation or criminal prosecution.
- (2) To ensure the provision of medical care, housing, or family services or benefits to any of the persons listed in subdivisions (1) through (3) of subsection (a) of this section.
- (3) Upon written request by any of the persons listed in subdivisions (1) through (3) of subsection (a) of this section.
- (4) As required by federal law or court order.

(c) Penalty. – A person who knowingly violates subsection (a) of this section is guilty of a Class 3 misdemeanor.

(d) Court Records. – ~~This~~ Except as provided in subsection (e) of this section, this section does not apply to records that have been made part of a court file in the custody of the General Court of Justice.

(e) Motion for Victim Confidentiality. – In order to retain the protections afforded to victims and alleged victims under subsection (a) of this section regarding court records otherwise

excepted from those protections under subsection (d) of this section, a victim or alleged victim in a criminal case pursuant to this Article, or the victim or alleged victim's parent, legal guardian, or legal counsel if the victim or alleged victim is under 18 years of age, may at any time file a motion for victim confidentiality in the criminal case with the trial court in which the case is pending or was most recently pending.

For cases that have not yet been disposed, the court shall set a hearing date for the motion within 10 business days of the motion's filing and the moving party shall notify both the State and defendant of the motion and hearing. For cases that have previously been disposed, the court shall set a hearing date for the motion within 20 business days of the motion's filing and the moving party shall notify both the State and the defendant of the motion and hearing. The victim or alleged victim, the State, and the defendant shall have a right to be heard at the hearing.

In ruling on a motion for victim confidentiality under this subsection, the court shall at a minimum consider each of the following:

- (1) All information provided in writing or oral testimony by the victim or alleged victim, the State, or the defendant.
- (2) The negative impacts, if any, upon the victim or alleged victim if the motion is denied.
- (3) The negative impacts, if any, to the rights of the State or defendant if the motion is granted.
- (4) Any impact prejudicial to justice that may result if the motion is granted or denied.
- (5) The press' and the public's right of access to criminal case files.

If the court grants a motion for victim confidentiality under this subsection, the victim or alleged victim shall retain all protections afforded to victims and alleged victims under subsection (a) of this section, provided that nothing shall restrict the court, the State, or the defendant from accessing this information during the pendency of the case or for purposes of appeal following a disposition in the case. The granted motion shall only apply to information within the file of the criminal case pursuant to which the granted motion was filed and shall specify which information shall be confidential pursuant to this subsection.

(f) The Administrative Office of the Courts and the Clerks of Superior Court shall not be liable for damages under this section for the acts or omissions of their employees tasked with implementing this section."

SECTION 5.(b) This section becomes effective October 1, 2024, and applies to victims of crimes occurring on or after that date.

REQUIRE DISCLOSURE OF CERTAIN CRIMINAL HISTORY IN CHILD CUSTODY PLEADINGS

SECTION 6.(a) G.S. 50-13.1 reads as rewritten:

"§ 50-13.1. Action or proceeding for custody of minor child.

...

(a) Notwithstanding any other provision of law, any person instituting an action or proceeding for ~~eustody~~ ~~ex parte custody~~, ~~whether pursuant to this Chapter or otherwise~~, who has been convicted of ~~a sexually violent offense as defined in G.S. 14-208.6(5)~~ ~~any of the following~~ shall disclose ~~the each~~ conviction in the ~~pleadings~~ ~~pleadings~~:

- (1) A sexually violent offense as defined in G.S. 14-208.6(5).
- (2) A human trafficking offense as defined in G.S. 14-43.11, an involuntary servitude offense as defined in G.S. 14-43.12, or a sexual servitude offense as defined in G.S. 14-43.13.
- (3) The sexual exploitation of a minor as defined in G.S. 14-190.16, 14-190.17, or 14-190.17A.

In addition, notwithstanding any other provision of law to the contrary, any person instituting an action or proceeding for custody who has been granted or denied custody of any minor child in any jurisdiction shall disclose that fact in the pleadings of the action or proceeding.

(a2) In cases where a nonparent is seeking custody of a minor child or being given custody of a minor child in a consent order, the nonparent shall attest in the pleadings or the consent order that nothing of value has been paid or given, offered to be paid or given, or promised, directly or indirectly, in exchange for the minor child. Money or property offered or paid by the parent of the minor child to the nonparent as support for the minor child shall not be considered value given in exchange for the custody of the child for purposes of this subsection.

...."

SECTION 6.(b) This section becomes effective December 1, 2024.

PROHIBIT VIEWING OF PORNOGRAPHY ON GOVERNMENT NETWORKS AND DEVICES

SECTION 7.(a) Article 84 of Chapter 143 of the General Statutes is amended by adding a new section to read:

"§ 143-805. Prohibit viewing of pornography on government networks and devices.

(a) Notwithstanding G.S. 14-456 and G.S. 14-456.1, a public agency shall not permit the viewing of pornography by its employees on a network of that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit the viewing of pornography by its employees on a network of the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit the viewing of pornography by its employees on a network of the legislative branch.

(b) Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit an employee, elected official, or appointee of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, no public agency shall permit a student of that public agency to view pornography on a device owned, leased, maintained, or otherwise controlled by that public agency. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the judicial branch shall not permit an employee, elected official, or appointee of the judicial branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the judicial branch. Notwithstanding G.S. 14-456 and G.S. 14-456.1, the legislative branch shall not permit an employee, elected official, or appointee of the legislative branch to view pornography on a device owned, leased, maintained, or otherwise controlled by the legislative branch.

(c) Each public agency shall adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by that public agency. The judicial and legislative branches shall adopt a policy governing the use of that branch's networks and devices owned, leased, maintained, or otherwise controlled by those branches.

Each policy required by this subsection shall delineate the disciplinary actions that will be taken in response to a violation of that policy.

(d) Subsections (a) and (b) of this section shall not apply to an official or employee that is engaged in any of the following activities in the course of that official's or employee's official duties:

- (1) Investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes.
- (2) Identifying potential security or cybersecurity threats.
- (3) Protecting human life.
- (4) Establishing, testing, and maintaining firewalls, protocols, and otherwise implementing this section.
- (5) Participating in judicial or quasi-judicial proceedings.

- (6) Conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina.
- (7) Researching issues related to the drafting or analysis of the laws of this State as necessary to fulfill the requirements of the employee's official duties.

(e) This section shall not apply to the user of an authorized account paying for use of communications services under Article 16A of Chapter 160A of the General Statutes, including those communications services exempted under G.S. 160A-340.2(b) or (c).

(f) Annually, no later than August 1 and in the format required by the State Chief Information Officer, each public agency shall report information to the State Chief Information Officer on the number of incidences of unauthorized viewing or attempted viewing of pornography on that public agency's network; whether or not the unauthorized viewing was by an employee, elected official, appointee, or student of that public agency; and whether or not any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by that public agency. Annually, no later than October 1, the State Chief Information Officer shall compile and report to the Joint Legislative Oversight Committee on Information Technology the information submitted in accordance with this subsection.

(g) The following definitions apply in this section:

- (1) Device. – Any cellular phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network.
- (2) Material. – As defined in G.S. 14-190.13.
- (3) Network. – Any of the following, whether through owning, leasing, maintaining, or otherwise controlling:
 - a. The interconnection of communication systems with a computer through remote or local terminals, or a complex consisting of two or more interconnected computers or telephone switching equipment.
 - b. Internet service.
 - c. Internet access.
- (4) Pornography. – Any material depicting sexual activity.
- (5) Public agency. – Any of the following:
 - a. All State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch.
 - b. Units of local government as defined in G.S. 159-7.
 - c. Public authorities as defined in G.S. 159-7.
 - d. Public school units as defined in G.S. 115C-5.
- (6) Sexual activity. – As defined in G.S. 14-190.13."

SECTION 7.(b) Any employee, elected official, or appointee of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any student of a public agency with pornography saved to a device owned, leased, maintained, or otherwise controlled by that public agency shall remove, delete, or uninstall the pornography no later than January 1, 2025. Any employee, elected official, or appointee of the judicial or legislative branches with pornography saved to a device owned, leased, maintained, or otherwise controlled by that branch shall remove, delete, or uninstall the pornography no later than January 1, 2025. This subsection shall not apply to an official or employee engaged in any of the activities listed in G.S. 143-805(d) in the course of that official's or employee's official duties.

SECTION 7.(c) G.S. 14-456 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(d) G.S. 14-456.1 is amended by adding a new subsection to read:

"(c) This section shall not apply to denial of pornographic viewing as required by G.S. 143-805."

SECTION 7.(e) The State Chief Information Officer shall publish recommendations for appropriate viewing of pornography for the purposes authorized by G.S. 143-805(d), as enacted by this act, no later than January 1, 2025.

SECTION 7.(f) Each public agency, the judicial branch, and legislative branch shall adopt the policy required by G.S. 143-805(c), as enacted by this act, no later than January 1, 2025.

SECTION 7.(g) This section becomes effective October 1, 2024.

EXPAND TRAINING AND GUIDANCE ON HUMAN TRAFFICKING

SECTION 8.(a) The Division of Social Services, Department of Health and Human Services, after consultation with the State Human Trafficking Commission, shall expand, further develop, and implement trainings on human trafficking to provide guidance to county child welfare staff, county social services attorneys, county social services directors, and all social services staff. Training and guidance may include, but is not limited to, the following:

- (1) Incorporation of training in all state Learning Management Systems, biannual webinars, and other regularly scheduled training calls.
- (2) Training of County Departments of Social Services attorneys biannually at regularly scheduled conferences.
- (3) Inclusion of training in County Departments of Social Services Directors biannual regional meetings and ongoing regular monthly meetings.

SECTION 8.(b) This section is effective when it becomes law.

PROVIDE CJLEADS ACCESS TO CAMPUS POLICE

SECTION 9.(a) G.S. 74G-2 is amended by adding a new subsection to read:

"(d) Unless contrary to any federal law, regulation, or requirement, a campus police agency certified pursuant to this Chapter shall be granted access to the Criminal Justice Law Enforcement Automated Data System (CJLEADS) upon (i) request of the agency and (ii) compliance with the requirements established by the Government Data Analytics Center (GDAC) for access to that system, including the execution of a license and usage agreement."

SECTION 9.(b) This section becomes effective July 1, 2024, and applies to requests for access made on or after that date.

HFA/DOCUMENTS RELATED TO VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND HUMAN TRAFFICKING NOT PUBLIC RECORD

SECTION 10.(a) Chapter 122A of the General Statutes is amended by adding a new section to read:

"§ 122A-22.1. Housing for victims of domestic violence, sexual assault, human trafficking; records confidential."

A public record, as defined in G.S. 132-1, does not include documents, papers, letters, photographs, or any other information provided to or compiled by the Housing Finance Agency for the purposes of financing housing for victims of domestic violence, sexual assault, and human trafficking."

SECTION 10.(b) This section is effective when it becomes law.

MODIFY DEFINITION OF VICTIM IN THE CRIME VICTIM'S COMPENSATION ACT

SECTION 11.(a) G.S. 15B-2(13) reads as rewritten:

"(13) Victim. – A person who suffers ~~personal injury or death~~ personal injury, death, economic loss, or substantial emotional distress as defined by G.S. 14-277.3A, proximately caused by criminally injurious conduct."

SECTION 11.(b) This section becomes effective October 1, 2024, and applies to victims of crimes occurring on or after that date.

EFFECTIVE DATE

SECTION 12. Sections 1 and 2 of this act become effective July 1, 2025. Except as otherwise provided, the remainder of this act is effective when it becomes law.

In the General Assembly read three times and ratified this the 27th day of June, 2024.

s/ Phil Berger
President Pro Tempore of the Senate

s/ Tim Moore
Speaker of the House of Representatives

s/ Roy Cooper
Governor

Approved 3:39 p.m. this 28th day of June, 2024

County of Wayne Travel Policy

Section 1. Policy

1. Purpose

- a. This policy is intended to provide County departments, agencies, and employees with guidelines for payment and reimbursement of travel expenses pertaining to official travel and subsistence. Individual departments are given the discretion to further define this policy.

2. Applicability

- a. All employees of Wayne County are subject to this policy.

3. Employee and Board Member Responsibility

- a. County officers and employees may have their travel expenses reimbursed by Wayne County.
- b. An officer or employee traveling on official business is expected to exercise the same care in incurring expenses that he or she would exercise if traveling on personal business and using personal funds. Officers and employees are personally responsible for all unauthorized costs and additional expenses incurred for personal preference or convenience.
- c. All reimbursements that will occur from out of state travel must be pre-approved by county management and proof of pre-approval must accompany reimbursement requests..

Willful violations of this policy will result in disciplinary action up to and including dismissal. Nothing in this policy shall preclude Wayne County from pursuing all other legally available remedies.

Section 2. Definitions

For the purposes of this policy, the following definitions apply:

- a. *Authorizing Party* – An individual authorized by this policy or by a department head to approve requests for travel advances, reimbursements, or other payments.
- b. *Common Carrier* – Commercially scheduled airplane, rail, bus, or taxi service.
- c. *County Employee* – Any employee, temporary or regular, who is paid through a county payroll.
- d. *Department Head* – Any person who oversees and is responsible for the entire operation of a department. The department head may delegate duties within this policy to other responsible persons. See the definition for Authorizing Party.
- e. *Duty Station* – The job location at which the employee spends the majority of his or her working hours or the point at which the travel begins.
- f. *Excess Expenses / Costs* – Any travel expenses/costs that exceed the limitations outlined in this policy.

- g. *Mileage Rate*—The rate at which a person is reimbursed for using a personal vehicle. Effective at the beginning of each fiscal year, the approved rate shall be the current standard IRS mileage allowance.
- h. *Officials* – People holding positions of appointment with Wayne County.
- i. *Requesting Party* – The person who will be reimbursed for travel costs incurred while conducting County business or visiting for employee interviews.
- j. *Subsistence* – Cost of lodging and meals while the officer, employee, or board member is engaged in official travel.
- k. *Transportation Expenses* – Includes personal automobile, taxi, bus, train, airplane, motor pool charges, auto rentals, tolls, and parking fees.
- l. *Travel* – All activities involving authorized business expenses for transportation, subsistence, and registration, which are to be paid from County funds or involve County vehicles for transportation.
- m. *Travel Period* – The time spent away from the duty station on County business.
- n. *Willful Violations* – Excess costs, indirect routes, luxury accommodations, and services unnecessary or unjustified in the performance of official business for which a request for reimbursement or payment is made.

Section 3. General Guidelines

1. Home-to-work Travel

As a general rule, home-to-work travel is not reimbursable. However, there may be exceptions to this rule, as noted below. An employee who has gone home after completing a day's work and is subsequently called out at night for an emergency job or meeting may be eligible for mileage reimbursement. There could also be situations where an employee is asked to conduct County business on the way to/from work. If this results in additional mileage for the employee, he or she may file for reimbursement of the additional miles only. Reimbursement may not be appropriate if the employee travels from home to an alternate workstation closer than their normal duty station on a scheduled work detail. Travel time is normally not paid unless it exceeds what is usually required for home-to-work travel. The department heads must properly authorize these exceptions for staff, and in the case of department heads, the exception must be authorized by county management.

2. Reimbursement

All reimbursement requests involving travel advances shall be submitted to the authorizing party for approval and payment within five working days of the travel period ending date. All other reimbursement requests shall be presented within thirty days of the travel period.

3. Travel

Travel authorization and reimbursement will be based on need, cost/benefit of travel, and availability of funds as determined by the authorizing party. Lodging, common carrier transportation fares, meal allowances, and registrations may be paid by the County in

advance, directly by the requesting party, or by travel advance. All other travel costs are to be paid directly by the requesting party. Car-pooling with other officers or employees of Wayne County and/or representatives of other government units is encouraged. Reimbursement for mileage for only one vehicle will be allowed unless the number traveling indicates otherwise or is approved by the authorizing party.

4. Prospective Employees

The county manager is authorized to approve reimbursement of travel expenses for individuals visiting for employment interviews. The expenses should be limited to transportation and subsistence. No travel advances will be issued to prospective employees.

5. Registration Fees

The County allows reasonable registration fees for County officials or employees. Approved fees may be paid by the unit in advance or directly by the employee and then reimbursed, or in some circumstances, through a travel advance. No authorization will be granted unless full justification and documentation are provided. Copies of brochures, fee schedules, or other material listing the costs included in the registration fees should accompany requests. The County will pay the basic registration fee and fees for associated professional activities. Any additional activities the employee cares to attend are that employee's responsibility.

6. Exceptions

Exceptions to these policies must be discussed with and approved by the Finance Director and/or the County Manager before excess expenses are incurred.

SECTION 4. SPECIFIC GUIDELINES – TRANSPORTATION

1. Common Carrier

The actual coach fare substantiated by a receipt will be reimbursed. First-class travel will only be used in extraordinary circumstances and with the approval of the department head and County Manager. Penalties and charges resulting from cancellation of airline reservations or other travel reservations shall be the County's obligation if the employee's travel has been approved in advance and the cancellation or change is made at the direction of the County. If the cancellation or change is made for the employee's personal benefit, it shall be the employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the employee's immediate family or other critical circumstances beyond the employee's control, the County will be obligated to pay the penalties and charges.

2. Personal Vehicle

If a county vehicle is unavailable or not practical, a requesting party may use a personal vehicle for travel and be reimbursed at the approved mileage rate. The reimbursable mileage is measured from the duty station to the destination and back.

3. County Vehicle

County vehicles may be used for any authorized travel. The requesting party must obey all laws of the jurisdiction where the vehicle is being operated. The vehicle will be used for conducting County business only.

4. Rental Vehicle

An itemized receipt is necessary for reimbursement of a rental vehicle. Rental vehicles are to be used as a last resort. Use must be approved in advance by the department head. Employees may be reimbursed for rental fees, or mileage, but not both.

5. Parking Fees and Tolls

Receipts are required for fees in excess of \$2.00 per day.

SECTION 5. SPECIFIC GUIDELINES – SUBSISTENCE**1. Meals and Incidental Expenses**

Each requesting party is responsible for his or her reimbursement. Specific dates of meals must be listed on the reimbursement request, as well as departure and arrival times. Please refer to www.gsa.gov/perdiem for the applicable rate for your travel location. Only one method of meal expense payment may be used. For example, the traveler may request reimbursement at the per diem rate -OR- may use a county purchasing card and submit the expense for payment with the meal receipt. The traveler may not use a purchasing card and then request reimbursement of the difference between actual cost and per diem. The traveler may choose to use or allocate this amount between meals as he or she chooses.

For travel periods of less than a full day, the following “per meal” amounts shall be used:

Meal	Qualification	Amount
Breakfast	Depart duty station before 7:00 and return after 11:00 a.m.	Up to \$13.00
Lunch	Depart duty station before 11:00 a.m. and return after 3:00 p.m.	Up to \$15.00
Dinner	Depart duty station before 3:00 PM and return to duty station after 7:00 p.m.	Up to \$26.00

Receipts are not required for meal reimbursement unless a County purchasing card is used for payment. The amounts indicated above shall be treated on a per diem basis.

Employees will not be reimbursed for meals within the boundaries of Wayne County unless such expenses are incurred for attendance at formal meetings conferences, or seminars.

2. Lodging

To qualify for reimbursement, all lodging must be approved in advance by the Department Head. Lodging expenses will be reimbursed at the actual cost of the room, provided the employee seeks reasonably priced lodging. Each employee is responsible for his or her own request for reimbursement. Specific lodging dates must be listed on the reimbursement request and substantiated by an itemized receipt from a commercial lodging establishment. Only charges for room and tax will be reimbursed. Additional personal expenses are not reimbursable. Employees sharing a room with a non-county individual (including family members) are responsible for reporting and requesting reimbursement of lodging expenses at single occupancy rates.

3. Tips

Reasonable baggage handling tips may be claimed for porters at terminals and hotels as "Other Expenses".

4. Telephone Calls

Requesting parties will not be permitted to charge long-distance phone calls to the County for calls made of a personal nature, except for one "safe arrival" call and a single call per day that does not exceed ten (10) minutes in length.

Section 6. Completion of Travel Form

1. Mileage report

Officials and employees who regularly use a personal vehicle for trips in and around the County should complete a mileage report that notes the name, department, travel dates, and total miles. The total miles for the reporting period (usually a month) are then noted on the "Claim for Expenses: Official Travel Form." Odometer readings are not required if the department has another consistently applied, reasonable method of verifying mileage. Mileage Reports and the Claim for Expenses form will be submitted to the Finance Department every month for reimbursement.

2. Travel Expense Report for Reimbursement

If a travel advance has been issued, the Claim for Expenses form should be submitted to the Finance Department within five days of completion of the travel period. Other reimbursement requests should be presented within thirty days of the travel period. Documentation must be provided for all expenses except meals, parking fees less than \$2.00 per day, and baggage-handling tips.

Carol Bowden

From: Jason Elliott
Sent: Friday, November 8, 2024 5:08 PM
To: Carol Bowden
Cc: Chip Crumpler; Angie Boswell; Corey Oxendine; Kayla Whitley
Subject: [External] - GWW - County Commissioners Agenda Items
Attachments: 2024-11-08 - GWW Parking Lot Drainage Improvements - Recommendation of Award.pdf; RESOLUTION OF TENTATIVE AWARD_GWW Parking Lot Drainage Improvements.doc; 2024-11-05 - WA #13 - Parking Lot Drainage Improvements CA.pdf; 2024-10-11 - WA #12 - Corporate Access Rd. CA.pdf; 2024_10-xx-GWW_Award_Letter_AIG_2024_36237.22.20.1 (005).pdf

Carol,

Can the following items be placed on the agenda for the Commissioners' November 19th meeting?

- Approval of Resolution of Tentative Award of GWW's Parking Lot Drainage Improvements project to Allen Grading Company, Inc. (Resolution and Recommendation of Award attached). – 100% funded by state ARPA funds
- Approval of WK Dickson's Work Authorization (WA) #13 for Construction Administration services for the Parking Lot Drainage Improvements project (attached). – 100% funded by state ARPA funds
- Approval of WK Dickson's WA #12 for Construction Administration services for the Corporate Access Road portion of the recently approved Stormwater Improvements project (WA #12 & FAA award letter attached). – 90% funded by FAA grant funds

The first two items are for the Parking Lot Drainage Improvements project which is 100% funded by state ARPA funds with no cost to the County. This project will not only replace a failing parking lot and drainage issues but will also improve water quality by the installation of a new permeable paver parking lot. The permeable pavers will also help reduce stormwater flow leaving the airport to downstream properties.

WA #12 is for the access road portion of the Stormwater Improvements project that was approved at the last meeting. The construction services for the road are included in this separate work authorization because the road is being funded by a different funding source. The road construction will be 90% funded by the recently awarded Airport Infrastructure Grant (AIG) with a 10% match (\$13,727) being provided by the County.

Let me know if you have any questions or need anything else.

Thanks for your help! Have a great weekend!



Jason L. Elliott, PE

Project Manager

O: 919.256.5616 | **M:** 919.412.7235

720 Corporate Center Drive, Raleigh, NC 27607

jelliott@wkdickson.com | www.wkdickson.com





November 8, 2024

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

**RE: Wayne Executive Jetport (GWW) – Parking Lot Drainage Improvements
Recommendation of Award**

Dear Chip:

Bids for the Parking Lot Drainage Improvements project at the Wayne Executive Jetport (GWW) were received by the County on Friday, October 25, 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 total Base Bid amount of \$1,234,734.00. The certified bid tabulation and bid summary are attached to this letter.

WK Dickson has reviewed the MBE/WBE documentation submitted by Allen Grading Company, Inc. It appears that Allan Grading's proposed participation easily exceeds the project goal of 10%. Allen Grading plans to use Fred Adams Paving Company as a subconsultant for an amount equal to approximately 22% of their bid amount. Allan Grading was able to submit documentation from the Office for Historically Underutilized Businesses (HUB Office) certifying Fred Adams as a woman owned business. In addition, Allen Grading Company, Inc. is also certified by the HUB Office as a woman owned business.

WK Dickson has reviewed the Allen Grading Company, Inc. proposal and has deemed the proposal to be the lowest responsive, responsible bid. The proposal amount is also within the amount of the final Engineer's Estimate of Probably Construction Costs and the amount budgeted for the project. This project is being funded 100% by state American Rescue Plan Act (ARPA) funds through the NCDEQ, Division of Water Infrastructure (DWI).

Mr. Chip Crumpler

November 8, 2024

Page 2

Based on our review of the proposal documents, WK Dickson recommends that Wayne County award the referenced project to Allen Grading Company, Inc. for a contract amount of **\$1,234,734.00**. 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 "Jason L. Elliott", is written over the printed name.

Jason L. Elliott, PE
Aviation Project Manager

Enclosures

Bid Opening Summary



Project: GWW - Parking Lot Drainage Improvements Project

Owner: Wayne County

Design Engineer: W.K. Dickson & Co., LLC

Date: 10/25/2024

Time: 2:00 PM

Location: County Manager's Conference Room, 4th Floor Wayne County Courthouse, 224 E. Walnut Street, Goldsboro, NC 27530

	<u>Prime Bidder</u>	<u>Contractor's License</u>	<u>Acknowledge Addend. 1 & 2</u>	<u>Bid Bond</u>	<u>DBE Goal</u>	<u>BID AMOUNT</u>
1	Allen Grading Company, Inc.	36649	☒	☒	22% (+)	\$1,234,734.00
2	FSC II, LLC dba Fred Smith Company	43848	☒	☒	10%	\$1,529,929.00
3	Barbour Brothers Construction, Inc.	75557	☒	☒	100%	\$1,531,980.00
4	S.T. Wooten Corporation	2835	☒	☒	5.4%	\$1,588,000.00
5						
6						
7						
8						
9						
10						

			Allen Grading Company		Fred Smith Company		Barbour Brothers Construction Inc	
			PO Drawer 1838 Goldsboro, NC 27533		701 Corporate Center Drive, Ste 101 Raleigh, NC 27607		PO Box 95 Pikeville, NC 27863	
			NC License No. 36649		NC License No. 43848		NC License No.	
DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
(Max 10% of Total Cost)	1	LS	\$ 41,000.00	\$ 41,000.00	\$ 150,000.00	\$ 150,000.00	\$ 80,000.00	\$ 80,000.00
Quality Control Program (CQCP)	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00	\$ 150,000.00	\$ 95,000.00	\$ 95,000.00
ol	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 14,608.00	\$ 14,608.00	\$ 15,000.00	\$ 15,000.00
Construction Entrance	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 3,500.00	\$ 10,500.00	\$ 13,500.00	\$ 40,500.00
Linear Fiber Role	620	LF	\$ 7.00	\$ 4,340.00	\$ 5.00	\$ 3,100.00	\$ 12.00	\$ 7,440.00
ilt Fence Outlet	1	EA	\$ 300.00	\$ 300.00	\$ 350.00	\$ 350.00	\$ 750.00	\$ 750.00
nlet Protection	20	EA	\$ 300.00	\$ 6,000.00	\$ 275.00	\$ 5,500.00	\$ 500.00	\$ 10,000.00
Concrete Wash Pit	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 950.00	\$ 950.00	\$ 3,000.00	\$ 3,000.00
rol Matting	650	SY	\$ 5.00	\$ 3,250.00	\$ 5.00	\$ 3,250.00	\$ 4.00	\$ 2,600.00
eeding & Mulching	1	AC	\$ 2,400.00	\$ 2,400.00	\$ 1,800.00	\$ 1,800.00	\$ 5,250.00	\$ 5,250.00
ting Fence	290	LF	\$ 10.00	\$ 2,900.00	\$ 16.00	\$ 4,640.00	\$ 15.00	\$ 4,350.00
avement Removal	3,580	SY	\$ 20.00	\$ 71,600.00	\$ 12.00	\$ 42,960.00	\$ 16.00	\$ 57,280.00
Concrete Sidewalk	50	SY	\$ 15.00	\$ 750.00	\$ 45.00	\$ 2,250.00	\$ 40.00	\$ 2,000.00
Concrete Curb & Gutter	240	LF	\$ 12.00	\$ 2,880.00	\$ 12.00	\$ 2,880.00	\$ 20.00	\$ 4,800.00
5"-24" Storm Drain Pipe	420	LF	\$ 25.00	\$ 10,500.00	\$ 39.50	\$ 16,590.00	\$ 60.00	\$ 25,200.00
ollard	2	EA	\$ 300.00	\$ 600.00	\$ 365.00	\$ 730.00	\$ 285.00	\$ 570.00
Drop Inlet	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 3,000.00	\$ 9,000.00
l (Dia. ≤ 12")	8	EA	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00	\$ 500.00	\$ 4,000.00
Excavation (Excavation & Excess Material Removal)	1,200	CY	\$ 25.00	\$ 30,000.00	\$ 21.00	\$ 25,200.00	\$ 16.00	\$ 19,200.00
t in Place (Fill)	260	CY	\$ 35.00	\$ 9,100.00	\$ 44.00	\$ 11,440.00	\$ 35.00	\$ 9,100.00
xcavation (Undercut Removal & Replacement with Suitable Material)	1,820	CY	\$ 75.00	\$ 136,500.00	\$ 55.00	\$ 100,100.00	\$ 46.00	\$ 83,720.00
xcavation (Undercut Removal & Replacement with Foundation Stone Material)	70	CY	\$ 200.00	\$ 14,000.00	\$ 155.00	\$ 10,850.00	\$ 200.00	\$ 14,000.00
Wall HDPE (Soil Tight)	330	LF	\$ 30.00	\$ 9,900.00	\$ 40.00	\$ 13,200.00	\$ 80.00	\$ 26,400.00
al Wall HDPE (Soil Tight)	270	LF	\$ 45.00	\$ 12,150.00	\$ 50.00	\$ 13,500.00	\$ 85.00	\$ 22,950.00
s III with rubber gaskets	140	LF	\$ 125.00	\$ 17,500.00	\$ 125.00	\$ 17,500.00	\$ 105.00	\$ 14,700.00
s III with rubber gaskets	280	LF	\$ 150.00	\$ 42,000.00	\$ 128.00	\$ 35,840.00	\$ 140.00	\$ 39,200.00
rete Catch Basin (Per NCDOT 840.02)	1	EA	\$ 5,500.00	\$ 5,500.00	\$ 9,000.00	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00
rete Drop Inlet (Per NCDOT 840.14)	3	EA	\$ 3,500.00	\$ 10,500.00	\$ 5,500.00	\$ 16,500.00	\$ 5,500.00	\$ 16,500.00
rete Manhole (Per NCDOT 840.52)	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 8,500.00	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00
image Basin	13	EA	\$ 2,500.00	\$ 32,500.00	\$ 2,800.00	\$ 36,400.00	\$ 3,400.00	\$ 44,200.00
eeding & Mulching	1	AC	\$ 4,500.00	\$ 4,500.00	\$ 1,850.00	\$ 1,850.00	\$ 5,500.00	\$ 5,500.00
	1,050	SY	\$ 15.00	\$ 15,750.00	\$ 9.00	\$ 9,450.00	\$ 10.00	\$ 10,500.00
ained Onsite)	270	CY	\$ 25.00	\$ 6,750.00	\$ 45.00	\$ 12,150.00	\$ 38.00	\$ 10,260.00

DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
me	3	EA	\$ 500.00	\$ 1,500.00	\$ 650.00	\$ 1,950.00	\$ 1,500.00	\$ 4,950.00
vement (Includes Pavers, Stone, Geotextile fabric, PVC Liner, Observation Wells, v, Testing, Adjacent Asphalt pavement replacement, etc.)	3,460	SY	\$ 124.77	\$ 431,704.20	\$ 160.00	\$ 553,600.00	\$ 160.00	\$ 553,600.00
Pavement Marking Lines (4", White)	1,460	L.F.	\$ 2.25	\$ 3,285.00	\$ 0.60	\$ 876.00	\$ 4.00	\$ 5,840.00
Pavement Marking Lines (4", Yellow)	200	L.F.	\$ 2.25	\$ 450.00	\$ 0.58	\$ 116.00	\$ 4.00	\$ 800.00
Pavement Marking Lines (4", Blue)	360	L.F.	\$ 2.25	\$ 810.00	\$ 0.80	\$ 288.00	\$ 4.00	\$ 1,440.00
Pavement Marking Lines (24", White)	62	L.F.	\$ 10.00	\$ 620.00	\$ 5.50	\$ 341.00	\$ 10.00	\$ 620.00
Pavement Marking Legend (White & Blue)	4	EA	\$ 500.00	\$ 2,000.00	\$ 75.00	\$ 300.00	\$ 175.00	\$ 700.00
Pavement Marking Legend (Arrows, White)	4	EA	\$ 500.00	\$ 2,000.00	\$ 65.00	\$ 260.00	\$ 175.00	\$ 700.00
Parking Space Signs	12	EA	\$ 950.00	\$ 11,400.00	\$ 575.00	\$ 6,900.00	\$ 1,500.00	\$ 18,000.00
tion Stormwater Management Sign	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 750.00	\$ 750.00	\$ 3,000.00	\$ 3,000.00
eel Stop	17	EA	\$ 125.00	\$ 2,125.00	\$ 125.00	\$ 2,125.00	\$ 130.00	\$ 2,210.00
e Collar (Per NCDOT 840.72)	1	CY	\$ 750.00	\$ 750.00	\$ 4,230.00	\$ 4,230.00	\$ 1,800.00	\$ 1,800.00
Connection	5	EA	\$ 250.00	\$ 1,250.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00
	2	EA	\$ 1,250.00	\$ 2,500.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00
	4	CY	\$ 2,500.00	\$ 10,000.00	\$ 480.00	\$ 1,920.00	\$ 1,500.00	\$ 6,000.00
n Link Fence	100	L.F.	\$ 47.00	\$ 4,700.00	\$ 105.00	\$ 10,500.00	\$ 25.00	\$ 2,500.00
replace Decorative Landscape Stone & Landscape Plants	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	\$ 12,000.00	\$ 12,000.00
ndhole	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 1,225.00	\$ 6,125.00	\$ 4,500.00	\$ 22,500.00
ased Duct Bank	110	L.F.	\$ 148.18	\$ 16,299.80	\$ 400.00	\$ 44,000.00	\$ 150.00	\$ 16,500.00
lace/Relocate Water, Electric, and Telecommunication Utilities (Allowance)	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
TOTAL BASE BID:				\$ 1,234,734.00		\$ 1,529,929.00		\$ 1,531,980.00

WK Dickson & Co., LLC

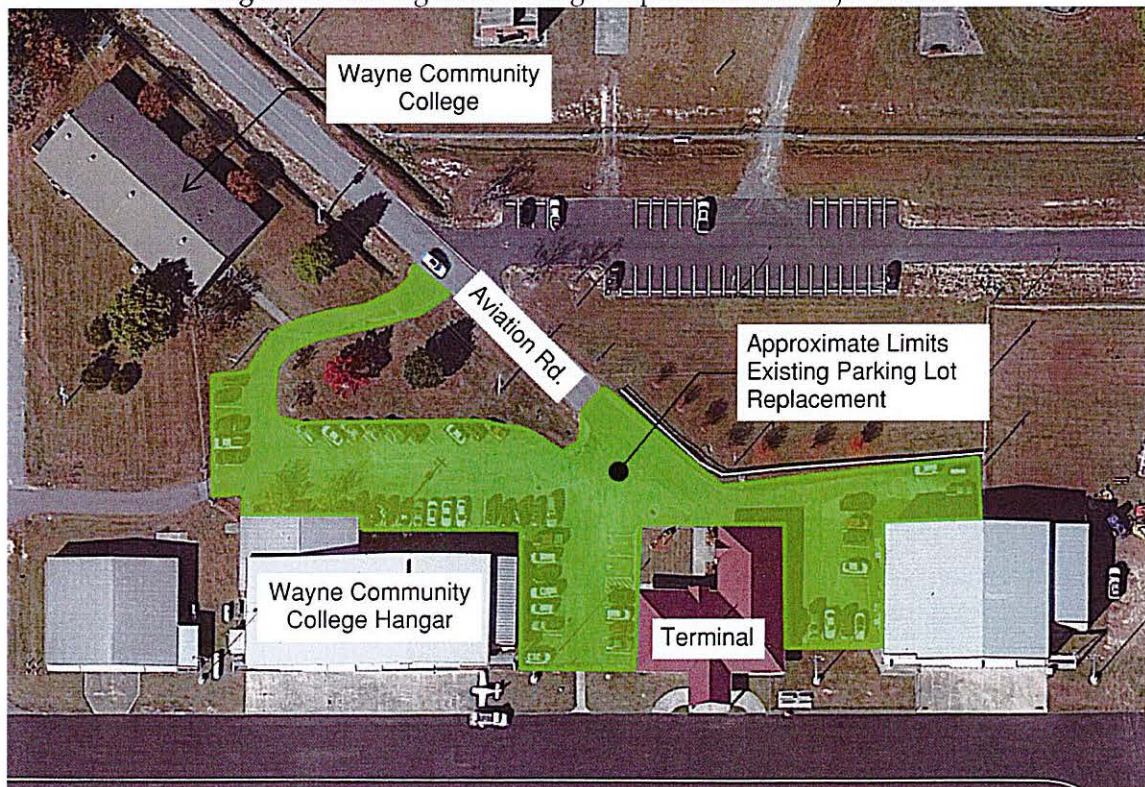
Work Authorization #13
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
GWW: Parking Lot Drainage Improvements CA
DWI Project No.: SRP-SW-ARP-0028
November 6, 2024

CONTRACT FOR PROFESSIONAL SERVICES
Dated April 21, 2021

PROJECT DESCRIPTION

Wayne County (OWNER) wishes to proceed with construction phase services for the Parking Lot Drainage Improvements project at the Wayne Executive Jetport (GWW). GWW needs stormwater infrastructure improvements to correct drainage problems in the existing parking lot adjacent to the terminal building. GWW would like to proceed with construction of the proposed project to correct the drainage problems while improving the water quality of the receiving water bodies.

Figure 1: Parking Lot Drainage Improvements Project Area



WK Dickson & Co., LLC

The proposed project will remove and replace the existing asphalt pavement with new permeable pavement. The approximate limits of asphalt replacement are shown in Figure 1 above. The project will directly improve water quality by removing sediment and nitrogen loading from the project area using the permeable pavement stormwater control measure (SCM). A new pipe/inlet system that will tie into the existing pipe network will also be installed as part of the project.

Design and bidding were previously completed under Work Authorization #7. This project is being funded 100% by state ARPA funds. The below scope of services outlines project management, funding administration, construction administration, construction observation, and quality assurance (QA) testing 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 and review agency coordination.
 - f. Subconsultant Coordination during scoping, contract execution, and for monthly invoicing.
2. **Funding Administration:** The ENGINEER will provide funding administration services for the North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) construction grant process throughout the construction of the project until the grant funds are expended.
3. **Construction Administration:** The ENGINEER will provide Construction Administration services for the Parking Lot Drainage 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.



WK Dickson & Co., LLC

- 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 8 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.
- j. Subconsultant coordination through construction for scheduling and review of reports and test results.
- k. Prepare for OWNER a set of reproducible record prints of drawings showing those



WK Dickson & Co., LLC

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.

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 project, which is 180 calendar days. It is estimated RPR will work the following assumed schedule: 40 hours per week for 26 weeks, as well as attendance and the Pre-Construction Conference and substantial completion and final inspections.

2. **Geotechnical Engineering:** Perform geotechnical engineering services to provide a hydrogeologic evaluation as requested by NCDEQ to support the permeable pavement design. Geotechnical engineering will be completed by Falcon Engineering as a subconsultant to WK Dickson. Falcon's proposal for geotechnical engineering is included in Attachment 'B'.
3. **Construction Materials Testing (CMT):** Provide construction materials testing in accordance with the contract specifications and the testing criteria contained therein. CMT services will include inspection and testing of permeable pavement, soils, asphalt and concrete for the project. CMT services will be provided by Falcon Engineering as a subconsultant to WK Dickson. Falcon's CMT proposal is included in Attachment 'C'.

DELIVERABLES

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

1. Signed NTP for construction from OWNER.
2. PDF copy of progress meeting minutes and attendance sheets.
3. RPR inspection reports (as requested).
4. Record Drawings (PDF and one hard copy for OWNER).



WK Dickson & Co., LLC

FEE SCHEDULE

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

Basic Services

Project Management	Lump Sum	\$26,534
Funding Administration	Lump Sum	\$16,406
Construction Administration	Lump Sum	\$120,409

Special Services

Full-Time Construction Observation	NTE	\$165,421
Geotechnical Engineering	Lump Sum	\$1,750
<u>Construction Materials Testing (CMT)</u>	<u>NTE</u>	<u>\$37,000</u>
Total		\$367,520

The total fee of all work is in the amount of **\$367,520** 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.



WK Dickson & Co., LLC

Requested By:

WAYNE COUNTY

By:



Typed Name: Chip Crumpler

Title: County Manager

Date: 11/19/24

Accepted By:

W.K. DICKSON & CO., LLC

By:

Typed Name: Scott Sigmon

Title: Vice President

Date:

ATTACHMENTS

- A. Man-hour Summary
- B. Sub-Consultant Proposal – Geotechnical Engineering
- C. Sub-Consultant Proposal – Construction Materials Testing (CMT)



PROJECT DESCRIPTION: GWW: WA #13 - Parking Lot Drainage Improvements CA				DATE PREPARED: 11-5-24			AVIATION NUMBER:		
PREPARED BY: Jason L. Elliott / WK Dickson & Co., LLC				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		8					9
c.	Project Schedule & Budget Development and Periodic Update	1	1	16				2	20
d.	General Project Management (4 hrs / month for 10 months)		1	40				10	51
e.	Owner and Review Agency Coordination	1		20	4			4	29
f.	Subconsultant Coordination (scoping, contract, & monthly invoicing)			8				4	12
	Task Subtotals	4	3	96	4	0	0	20	127
	2. Funding Administration								
a.	Grant Reimbursements (4 hours / month for 10 months)			40				20	60
b.	DWI Coordination	1		16				12	29
	Task Subtotals	1	0	56	0	0	0	32	89
	3. Construction Admin. (180 Days + 30 Pre-Con.)								
a.	Pre-Construction Conference (Prep. attendance & minutes)			12	4				16
b.	General Construction Administration (4 hours/week @ 30 weeks)	1	2	120	30				153
c.	Bi-Monthly Progress Meetings & Site Visit (13 Meetings)		2	104	30			4	140
d.	Site Visits (Assumes 8)			16	16				32
e.	Shop Drawing Review		1	4	24	24			53
f.	Clarifications / RFI Review / Bulletin Drawings		2	4	8	16			30
g.	Change Orders / Supplemental Agreements	1		8	8	4		2	23
h.	Contractor Pay Requests (Assumes 8)			32				8	40
i.	Substantial Completion Inspection & Issuance of Punch List			8	5				13
j.	Final Inspection			8	5				13
k.	Subconsultant Coordination (Scheduling, Report Review)			16	8				24
l.	Record Drawings		1	2	8	16			27
	Task Subtotals	2	8	322	142	60	0	14	548
	Special Services								
	1. Full-Time Construction Observation (180 Days)								
a.	Pre-Construction Conference						6		6
b.	Construction Observation (Assumed 40 hours/week for 26 weeks)						1040		1040
c.	Substantial & Final Completion Inspections						12		12
	Task Subtotals	0	0	0	0	0	1058	0	1058
	2. Geotechnical Engineering								
a.	Geotechnical Engineering (Sub - See Falcon Proposal)					\$1,750.00			
	3. Construction Materials Testing (CMT)								
a.	CMT (Sub - See Falcon Proposal)					\$37,000.00			
	TOTAL MANHOURS/CATEGORY:	7	11	486	150	60	1058	66	1838
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$65.69	\$50.51	\$45.13	\$35.14	
	PAYROLL BURDEN:	\$713.30	\$828.74	\$34,632.36	\$9,853.50	\$3,030.60	\$47,747.54	\$2,319.24	
	TOTAL WORK HOURS:	1838.00							
	TOTAL PAYROLL BURDEN:	\$99,125.28							
	GENERAL OVERHEAD @ 182.83 %:	\$181,230.75							
	SUBTOTAL:	\$280,356.03							
	COMPARATIVE FEE @ 11%:	\$30,839.16							
	Cost of Capital @ 0.44 %	\$436.15							
	TOTAL:	\$311,631.34							
	DIRECT EXPENSES:	\$17,139.06							
	PRIME GRAND TOTAL:	\$328,770.40							
	Sub Consultant TOTAL:	\$38,750.00							
	GRAND TOTAL:	\$367,520.00							

Project Management = \$26,534.22
 Funding Administration = \$16,405.58
 Construction Administration = \$120,409.26
 Full-Time Construction Observation = \$165,421.34
 Geotechnical Engineering = \$1,750.00
 CMT = \$37,000.00
\$367,520.00

DIRECT EXPENSES					
PROJECT DESCRIPTION: GWW: WA #13 - Parking Lot Drainage Improvements CA					
PREPARED BY: Jason L. Elliott / WK Dickson & Co., LLC					
DATE PREPARED: 11-5-24					
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 Total				\$0.00
	Funding Administration				
	Site Visit (Roundtrip Raleigh to GWW)	0 Trip(s) @	124 miles @	\$0.560	\$0.00
		50 8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$4.50
	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
	Funding Administration Total				\$4.50
	Construction Administration				
	Site Visit (Roundtrip Raleigh to GWW)	24 Trip(s) @	124 miles @	\$0.560	\$1,666.56
		8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	100 11"x17" Xerox Copies	1 sheets @	\$0.15	\$15.00
		50 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$141.00
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Construction Administration Total				\$1,822.56
	Full-Time Construction Observation				
	Site Visit (Roundtrip ILM to GWW)	132 Trip(s) @	200 miles @	\$0.580	\$15,312.00
		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				\$15,312.00
	TOTAL				\$17,139.06



September 5, 2024

Mr. Jason L. Elliott, PE

jelliott@wkdickson.com

Project Manager

WK Dickson & Co., Inc.

720 Corporate Center Drive

Raleigh, NC 27607

Re: **Proposal for Geotechnical Engineering Services**

GWG Groundwater Evaluation

Pikeville, North Carolina

Falcon Proposal No.: F2024-113

Jason:

Falcon Engineering, Inc. (Falcon) is pleased to present our proposal for geotechnical engineering services for the referenced project.

PROJECT DESCRIPTION

Based on our correspondence, it is our understanding the following apply to the project:

- WK Dickson & Co., Inc. (WKD) is designing parking lot improvements for the Wayne Executive Jetport (GWG) in Pikeville, North Carolina.
- During the stormwater review process, a hydrogeologic evaluation has been requested by NCDWR to verify the proposed underdrains will provide at least 12 inches of separation from the Seasonal High Water Table 72 hours after the design storm of 1 inch.

Should any of the above information or assumptions made by Falcon be inconsistent with the planned project, we request that you contact us immediately to allow us to make any necessary modifications to this proposal.

SCOPE OF SERVICES

Falcon will perform a hydrogeologic evaluation in accordance with the NC DEQ Stormwater Design Manual addressing the following

1. A description of the regional and local geology and hydrogeology.
2. A description, based on field observations of the site, of the site topographic setting, streams, springs and other groundwater discharge features, drainage features, existing and abandoned wells, rocky outcrops, and other features that may affect the movement of the contaminant plume and treated wastewater.
3. Changes in lithology (rock type) underlying the site.
4. Estimated depth to confining layers.
5. The hydraulic conductivity and transmissivity of the affected aquifer(s).
6. Depth to the seasonal high water table.
7. A discussion of the relationship between the affected aquifers of the site to local and regional geologic and hydrogeologic features.



8. A discussion of the groundwater flow regime of the site prior to operation of the proposed facility and post operation of the proposed facility focusing on the relationship of the system to groundwater receptors, groundwater discharge features, and groundwater flow media
9. A mounding analysis under the proposed infiltration basin to predict the level of the SHWT five days after the occurrence of the water quality design storm. Any mounding that occurs after the design storm must subside in a period of five days or less

SCHEDULE AND FEE

We can complete the scope of services described herein for a **LUMP SUM FEE OF \$1,750** within 30 days of receiving formal authorization and Notice-To-Proceed. We will not invoice more than the authorized amount without prior written approval from you. We reserve the right to revisit this proposal if authorization is delayed more than 30 days from the time of this proposal or if the project is delayed longer than 30 days once a contract is signed. Falcon will invoice on a time and materials basis for services performed. All invoices are payable within thirty (30) days.

AUTHORIZATION

If this proposal is acceptable, please provide us with a Professional Services Agreement with this proposal attached as an exhibit in its entirety for our review. Please allow us up to 5 days to review any agreement provided. We appreciate the continued opportunity to provide our services to you and look forward to partnering with you on this and future projects. If you have any questions or desire additional information about Falcon Engineering, Inc. and the many ways in which we may benefit you, please contact us at 919.871.0800.

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

Enclosures: Unit Rate Schedule
 Standard Terms and Agreement for Professional Services



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.



November 6, 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 (GWJ) Parking Lot Improvements
Pikeville, North Carolina
Falcon Proposal No. TP-24-067

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 (GWJ). This proposal is specifically for the proposed parking lot improvements at the Terminal building which include new permeable pavement.

We understand the project consists of installing approximately 3,460 square yards of new permeable pavement, new concrete sidewalks, concrete edge restraint and curb, concrete footings, and concrete encased duct banks. We understand proofrolling of subgrades will be required as well as some earthmoving in areas currently not paved.

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/evaluating prepared subgrades prior to the placement of aggregate basin.
- Infiltration testing of subgrades (1 test per 10,000 sf) prior to the placement of aggregate basin.
- Limited sampling and testing of ready-mix concrete placed for curbs, sidewalks, duct banks, and footings.

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 a budget allowance of **\$37,000 NOT-TO-EXCEED** for the cost of our CMT services. The basis of our proposed budget allowances is as follows:

- The estimated fee is based on completing the required testing in thirty-nine (39) trips to the site and within 288 field service man-hours (288 regular hours and 0 overtime hours).
- 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, and performing laboratory compaction and index testing of soil samples per 1,000 cy used in construction.
- The estimated fee is based on testing compaction of soil 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 • Submit requests by 1:00 PM the day before services are needed	Weekend/Night work requests • Submit requests at least 48 hours before services are needed.
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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!



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J.R. "JOEY" HOPKINS
SECRETARY

10/09/2024

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

RE: NOTIFICATION OF AWARD

Dear Mr. Crumpler:

On behalf of N.C. Governor Roy Cooper, Transportation Secretary J.R. "Joey" Hopkins and the Board of Transportation, please be advised that Federal Aviation Authority (FAA) *Airport Infrastructure Grant* funds have been allocated under the State Block Grant Program for federal fiscal year (FFY) 2024 for the **Wayne Executive Jetport**.

According to our records, this fiscal year you are collecting funds based on the following schedule:

	Collected in FFY24	Remaining to be Collected
FFY 2022	\$295,000	-
FFY 2023	\$99,668	-
FFY 2024	-	\$33,353
AIG TOTAL	\$394,668	\$33,353

The specific funding allocation is noted below:

Award ID	Description	Federal AIG Funds	Local Match
36237.22.20.1	Construct Service Road	\$394,668	\$43,852

FAA has issued these funds based on the airport's proposal to fund the project scope listed above, which aligns with the NCDOT Division of Aviation's application to FAA. Please note that funds collected in a given federal fiscal year follow the special conditions and grant assurances that apply to that year. Further, for the FFY 2024 funds, we expect all construction projects listed to be under a grant, with all eligibility, justification, National Environmental Policy Act (NEPA) and airspace determinations completed by June 30, 2025. These grant funds must be fully expended before June 1, 2028. Any remaining grant funds not utilized on the identified project will require a new application for other use.

The NCDOT Division of Aviation is excited to partner with you, and we appreciate your commitment and contribution to our state's aviation system. Please work closely with your airport project manager for grant execution.

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

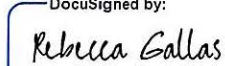
Telephone: 919-814-0550
Fax: 919-840-9267

Website: ncdot.gov/aviation

Location:
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Sincerely,

DocuSigned by:



C1C66F0F9F7A439E
Becca Gallas, P.E.

Director of Aviation

RJG/ah

cc: N.C. Governor Roy Cooper

J.R. "Joey" Hopkins, Transportation Secretary

Julie A. White, NCDOT Deputy Secretary for Multimodal Transportation

Melvin M. Mitchell, BOT Representative

Gene Dawson, Business Manager, Wayne Executive Jetport

Keith Eason, P.E., NCDOT Division 4 Engineer

Rachel S. Bingham, P.E., Aviation Development Manager/Deputy Director, NCDOT

Jason B. Schronce, P.E., Deputy Director of Programs and Planning, NCDOT

Thomas Mann, Airport Project Manager, NCDOT

RESOLUTION OF TENTATIVE AWARD

WHEREAS, Wayne County, North Carolina has received bids, pursuant to duly advertisement notice therefore, for construction of the Wayne Executive Jetport Parking Lot Drainage Improvements project, and

WHEREAS, W.K. Dickson & Co., LLC Consulting Engineers have reviewed the bids; and

WHEREAS, Allen Grading Company, Inc. was the lowest bidder for the Wayne Executive Jetport Parking Lot Drainage Improvements base bid, in the total bid amount of One Million Two Hundred Thirty-Four Thousand Seven Hundred Thirty-Four Dollars (\$1,234,734.00), and

WHEREAS, the consulting Engineers recommend TENTATIVE AWARD to the lowest bidder(s).

NOW, THERE FORE, BE IT RESOLVED that TENTATIVE AWARD is made to the lowest bidder(s) in the Total Bid Amount of \$1,234,734.00.

Name of Contractor	Amount
1. Allen Grading Company, Inc.	\$1,234,734.00

BE IT FURTHER RESOLVED that such TENTATIVE AWARD be contingent upon the approval of the North Carolina Department of Environmental Quality.

Upon motion of Barbara Aycock, seconded by N/A, the above RESOLUTION was unanimously adopted.

This is 19th day of November, 2024.

Signature

(Name and Title of Authorized Representative)

Attest:

(Signature)

(Name, Clerk)



WK Dickson & Co., LLC

**Work Authorization #12
Wayne Executive Jetport (GWW)
Wayne County, North Carolina
GWW: Corporate Access Road CA
October 11, 2024**

WBS: 36237.22.20.1 (FY 22 AIG Funds)
Partner Connect Request Number: 2148

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 Corporate Access Road project at the Wayne Executive Jetport (GWW). The new road is needed to provide access and parking for the corporate hangars on the south end of the airfield. There is currently no vehicle access to the hangars, which leads to vehicles driving on the aircraft apron and near UNC Life Flight's helicopter operations to access the hangars. The road will also provide a separate access point to avoid vehicle interaction with ambulances coming in and out to support the helicopter operations and reduce congestion with UNC onsite staff.

The Corporate Access Road was designed and bid as part of the Stormwater Improvements project under Work Authorization #3. The project was 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 Bid Schedule No. 1. Work Authorization #11 has been prepared for construction phase services for the Bid Schedule No. 2 Base Bid.

It is anticipated that construction phase services included in this work authorization will be funded by a portion of GWW's available Non-Primary Entitlement (NPE) or Airport Infrastructure Grant (AIG) funds, plus the OWNER's local match. This project is included on GWW's current Airport Layout Plan (ALP), which was conditionally approved on March 23, 2020.

The below scope of services outlines project management and grant administration, construction administration, construction observation, QA Testing, 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:



WK Dickson & Co., LLC

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. 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:
 - AV-101: Sponsor Request for Aid (RFA) Checklist (dated July 2020)
 - AV-102: Sponsor Budget Revision & Grant Modification Request Checklist (dated January 2021)
 - AV-103: Sponsor Reimbursement Request (Claim) Checklist (dated July 2020)
 - d. Develop and update project schedule, budget, and cash flow.
 - e. General project management including invoicing, scheduling, and coordination.
 - f. General Owner and DOA coordination.
2. **Construction Administration:** The ENGINEER will provide Construction Administration services for the Corporate Access Road construction. Construction Administration services shall include the following:

The pre-construction conference and final inspection are excluded from this Scope of Services. The pre-construction conference and final inspection are being conducted as part of Work Authorization #11.

 - a. Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 - b. Preparation of Form 7460-1, Notice of Proposed Construction, and submittal to FAA for approval for the Corporate Access Road.
 - c. Conduct bi-monthly progress meetings with the OWNER and the Contractor. Progress



WK Dickson & Co., LLC

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, Contractor, and DOA.

d. Make visits to the site at intervals appropriate to the various stages of construction (assumed 2 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. Coordinate Review of change orders and Supplemental agreements with the DOA Airport Project Manager (APM) for acceptance and concurrence regarding grant assurances and eligibility prior to execution.

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.

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 per DOA requirements.



WK Dickson & Co., LLC

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 Bid Schedule No. 1, which is 45 calendar days. It is estimated RPR will work full-time, in accordance with the following assumed schedule: 40 hours per week for 7 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, aggregate base course stone, hot mix asphalt, and concrete for the Bid Schedule No. 1.

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

DELIVERABLES

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

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 by APM).
5. Partial Waiver of Liens (if applicable)
6. Record Drawings (PDF and one hard copy for OWNER).
7. All items required in the applicable sections of DOA's AV-100, AV-101, AV-102 & AV-103 checklists.



WK Dickson & Co., LLC

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	\$14,847
Construction Administration	Lump Sum	\$35,335
Project Closeout	Lump Sum	\$6,061

Basic Services

Full-Time Construction Observation	NTE	\$44,019
<u>Quality Assurance (QA) Testing</u>	<u>NTE</u>	<u>\$37,000</u>
Total		\$137,262

The total fee of all work is in the amount of **\$137,262** 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.



WK Dickson & Co., LLC

Requested By:

WAYNE COUNTY

By:



Typed Name: Chip Crumpler

Title: County Manager

Date: 11/19/24

Accepted By:

W.K. DICKSON & CO., LLC

By:

Typed Name: Scott Sigmon

Title: Vice President

Date:

ATTACHMENTS

- A. Man-hour Summary
- B. Project Budget
- C. Subconsultant Proposal (QA Testing)



ATTACHMENT 'A'

PROJECT DESCRIPTION: GWW: WA #12 - Corporate Access Road CA				DATE PREPARED: 10-10-24			AVIATION NUMBER:	
PREPARED BY: Jason L. Elliott / WK Dickson & Co., LLC				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	
	Basic Services							
	1. Project Management							
a.	Project Formulation & Scope Development	1	1	4				6
b.	Work Authorization Development	1	1	8				10
c.	Grant Assistance							
	Grant Application			2			1	3
	Grant Reimbursements (Assumes 3)			3			6	9
	Grant Closeout			4			2	6
c.	Project Schedule & Budget Development and Periodic Update			8			2	10
d.	General Project Management (4 hrs / month for 3 months)	1	1	12			4	18
e.	Owner/DOA Coordination	1		8			2	11
	Task Subtotals	4	3	49	0	0	17	73
	2. Construction Admin. (Sched. 1 Base Bid - 45 Days)							
a.	Preconstruction Conference (Prep. attendance & minutes)			Included in WA #11				0
b.	General Construction Administration (4 hours/week @ 7 weeks)	2	1	28	8			39
c.	Prepare and submit Form 7460-1 for Access Road			2		4		6
d.	Bi-Monthly Progress Meetings & Site Visit (3 Meetings)		1	24	8		3	36
e.	Site Visits (Assumes 2)			8	8			16
f.	Shop Drawing Review			4	8	16		28
g.	Clarifications / RFI Review / Bulletin Drawings		2	2	8	8		20
h.	Change Orders / Supplemental Agreements	1		4	4	2	2	13
i.	Contractor Pay Requests (Assumes 3)			9			3	12
j.	Substantial Completion Inspection & Issuance of Punch List			Included in WA #11				0
	Final Inspection							0
	Task Subtotals	3	4	81	44	30	0	170
	4. Project Closeout							
a.	Record Drawings			2	4	8		14
b.	Final Engineer's Construction Report		1	2	4	2	2	11
c.	Construction Closeout Documentation	1		4			2	7
	Task Subtotals	1	1	8	8	10	0	32
	Special Services							
	1. Full-Time Construction Observation (Sched. 1 Base Bid - 45 Days)							
a.	Construction Observation (Assumed 40 hours/week for 7 weeks)						280	280
	Task Subtotals	0	0	0	0	0	280	280
	2. Quality Assurance (QA) Testing							
a.	QA Testing (Sub - See Falcon Proposal)							
								\$37,000
	TOTAL MANHOURS/CATEGORY:	8	8	138	52	40	280	555
	RATES PER HOUR:	\$101.90	\$75.34	\$71.26	\$65.69	\$50.51	\$45.13	\$35.14
	PAYROLL BURDEN:	\$815.20	\$602.72	\$9,833.88	\$3,415.88	\$2,020.40	\$12,636.40	\$1,019.06
	TOTAL WORK HOURS:	555.00						
	TOTAL PAYROLL BURDEN:	\$30,343.54						
	GENERAL OVERHEAD @ 182.83 %:	\$55,477.09						
	SUBTOTAL:	\$85,820.63						
	COMPARATIVE FEE @ 11%:	\$9,440.27						
	Cost of Capital @ 0.44 %:	\$133.51						
	TOTAL:	\$95,394.42						
	DIRECT EXPENSES:	\$4,867.18						
	PRIME GRAND TOTAL:	\$100,261.60						
	Sub Consultant TOTAL:	\$37,000.00						
	GRAND TOTAL:	\$137,262.00						

Project Management & Grant Administration = \$14,847.41
 Construction Administration = \$35,334.60
 Project Closeout = \$6,061.11
 Full-Time Construction Observation = \$44,018.48
 QA Testing = \$37,000.00
\$137,261.60

DIRECT EXPENSES					
PROJECT DESCRIPTION: GWW: WA #12 - Corporate Access Road CA					
PREPARED BY: Jason L. Elliott / WK Dickson & Co., LLC					
DATE PREPARED: 10-10-24					
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)	7 Trip(s) @	124 miles @	\$0.560	\$486.08
		8.5"x11" Xerox Copies	1 sheets @	\$0.09	\$0.00
	Printing	20 11"x17" Xerox Copies	1 sheets @	\$0.15	\$3.00
		20 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$56.40
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Construction Administration Total				\$545.48
	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	10 11"x17" Xerox Copies	1 sheets @	\$0.15	\$1.50
		10 22"x34" Copies (B&W)	1 sheets @	\$2.82	\$28.20
	Postage	Fed Ex Shipment	1 each @	\$15.00	\$0.00
	Project Closeout Total				\$29.70
	Full-Time Construction Observation				
	Site Visit (Roundtrip ILM to GWW)	37 Trip(s) @	200 miles @	\$0.580	\$4,292.00
		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				\$4,292.00
	TOTAL				\$4,867.18

October 11, 2024

WAYNE EXECUTIVE JETPORT (GWW)
PROGRAM BUDGET
STORMWATER IMPROVEMENTS - BID SCHEDULE NO. 1 (CORPORATE ACCESS RD)

	FAA AIG Grant 36237.22.20.1	NPE Grant 36237.22.TBD
ADMINISTRATIVE EXPENSES		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
PRELIMINARY ENGINEERING, PERMITTING & TESTING		
Permitting Fee	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
PROPERTY ACQUISITION		
Temporary Easement Acquisition	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
ENGINEERING SERVICES		
Project Management & Grant Administration - Schedule 1 (WA #12)	\$ -	\$ 14,847.00
Construction Administration - Schedule 1 (WA #12)	\$ 35,335.00	\$ -
Project Closeout - Schedule 1 (WA #12)	\$ -	\$ 6,061.00
SUBTOTAL	\$ 35,335.00	\$ 20,908.00
(A105) PROJECT INSPECTION, QUALITY ASSURANCE, TESTING, OTHER		
Full-Time Construction Observation - Schedule 1 (WA #12)	\$ -	\$ 44,019.00
QA Testing - Schedule 1 (WA #12)	\$ 37,000.00	\$ -
SUBTOTAL	\$ 37,000.00	\$ 44,019.00
CONSTRUCTION COSTS		
SW Improvements - Schedule No. 1	To Be Added	\$ -
SUBTOTAL	\$ -	\$ -
(A108) MISCELLANEOUS EXPENSES		
-	\$ -	\$ -
SUBTOTAL	\$ -	\$ -
GRAND TOTAL	\$ 72,335.00	\$ 64,927.00
Funding:		
Federal Grant:	\$ 65,101.00	\$ 58,434.00
State Grant:	\$ -	\$ -
Local Match:	\$ 7,234.00	\$ 6,493.00



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
• Submit requests by 1:00 PM the day before services are needed

Weekend/Night work requests
• 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!

**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2024-27: A RESOLUTION AUTHORIZING THE WAYNE COUNTY ABC
BOARD TO SET ASIDE A PORTION OF GROSS RECEIPTS FOR CAPITAL
IMPROVEMENTS**

WHEREAS, the Wayne County ABC Board is charged with managing the affairs of the ABC stores located in the County of Wayne pursuant to Chapter 18B of the North Carolina General Statutes; and

WHEREAS, the County Board of Commissioners appoints the members of the Wayne County ABC Board; and

WHEREAS, in 2012 the Wayne County Board of Commissioners approved and authorized the Wayne County ABC Board to establish a Capital Improvement Fund in the amount of \$220,000;

WHEREAS, the capital needs of the ABC Board have increased dramatically since 2012;

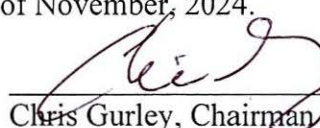
WHEREAS, the ABC Board has requested that, in accordance with NCGS § 18B-805(d), the Wayne County Board of Commissioners authorize the ABC Board to set aside a portion of gross receipts in order to increase its Capital Improvement Fund to \$1,000,000; and

WHEREAS, the Board of Commissioners supports the ABC Board's request as good business practice.

NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

1. The ABC Board may, in its annual budget, allocate a portion of gross receipts to a Capital Improvement Fund pursuant to the laws, regulations, and formulas established by the North Carolina ABC Commission and Chapter 18B of the North Carolina general statutes not to exceed \$1,000,000 annually;
2. The funds set aside in such Capital Improvement Fun may be used for the repair/replacement of capital equipment, capital repair/improvements to existing ABC facilities, or construction of new ABC facilities.

Passed and adopted this the 19th day of November, 2024.


Chris Gurley, Chairman
Wayne County Board of Commissioners



ATTEST:


Carol Bowden, Clerk to the Board

Proposed Electronic Gaming Operations Ordinance

Upon motion of Commissioner Steve Keen, the Board of Commissioners unanimously tabled consideration of the Electronic Gaming Operations Ordinance until its August 21, 2012 meeting.

Wayne County ABC Board Presentation

Wayne County ABC Board Business Manager Mike Myrick reviewed the study on local ABC liquor stores in North Carolina by Nicholas M. Didow, Jr., Associate Professor of Marketing and Kenan Institute Faculty Fellow at the Kenan-Flagler Business School at the University of North Carolina at Chapel Hill. The study was commissioned in response to ABC reform legislation passed by the North Carolina General Assembly in 2010. The study was designed to assess current customer service provided by local ABC liquor stores, to establish baseline benchmarks to monitor customer service trends, and to identify specific ways local ABC stores can improve customer service. Retail customers gave particularly high grades to their local ABC liquor store for cleanliness of the store's interior, convenience of the interior layout, courtesy and professionalism of the staff, product supply and selection, staff knowledge about products offered and speed of checkout. Lower grades were given for the price and value for the money and local store exterior appearance and signage. The governance and oversight provided by local ABC boards and the local ABC stores' community citizenship to promote public health and public safety were unknown to many respondents, and those retail customers who did know about these matters gave their local ABC board and store lower grades. The study found several measures to improve customer service including ordering online or via email prior to picking up the order, opening ABC stores on Sundays, expanding the sale of non-alcoholic items, operating ABC stores inside other stores and extending the operational hours. Three major themes emerged: upgrade the local ABC store's exterior, parking lot, lighting and signage; clarify the local ABC board's role and conduct in governance and oversight; and demonstrate good community citizenship and leadership promoting public health and public safety.

The members of the Wayne County ABC Board presented the Board of Commissioners a check for \$230,000, which represented the county's portion of excess funds as described by the North Carolina General Statutes. Effective November 2011, local ABC boards can hold three months of sales for capital improvement projects with excess funding distributed to the county and municipalities.

Upon motion of Commissioner J. D. Evans, the Board of Commissioners unanimously approved and authorized the Wayne County ABC Board to establish a Capital Improvement Fund at First Citizens Bank with the initial deposit being \$220,000.

Note: Commissioner Steve Keen recused himself from voting.

Vice-Chairman Sandra R. McCullen thanked the Wayne County ABC Board for funding the North Carolina Children's Theater performances of *DUI=DOA* in the Wayne County Public Schools.

County Manager W. Lee Smith, III commended Wayne County ABC Board Business Manager Mike Myrick for his management abilities.

Commissioner Steve Keen commended Wayne County ABC Board Business Manager Mike Myrick, the Wayne County ABC Board and the Wayne County ABC store staff for their business sensitivity to make the operation profitable.

Funding Appropriation to the Wayne County Public Schools

Upon motion of Vice-Chairman Sandra R. McCullen, the Board of Commissioners unanimously approved and authorized a one-time funding of \$130,000 to the Wayne County Public Schools for classroom supplies.

8/7/12
minutes

INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made as of November 19, 2024, by and between Neuse River Council of Governments d/b/a Eastern Carolina Council ("ECC"), a North Carolina Council of Government, and Recovery Alliance Initiative ("RAI"), a North Carolina nonprofit corporation.

WHEREAS, ECC desires to engage the services of RAI to perform certain limited services as described on Exhibit A (the "Services") and for the term described in paragraph 12A; and

WHEREAS, RAI has agreed to perform the Services in exchange for certain compensation to be paid to RAI as described herein.

NOW, THEREFORE, the parties agree hereto as follows:

1. Engagement. ECC retains RAI as an independent contractor to provide the Services. RAI hereby accepts such engagement upon the terms and conditions set forth herein.

2. Independent RAI Status.

A. Both RAI and ECC fully and freely intend to create an independent contractor relationship under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties. Both parties agree that RAI has the right to sole and exclusive control over the manner and means employed in performing Services under this Agreement. Neither party has the authority to bind the other to any other contract or agreement.

B. With respect to the Services performed under this Agreement, RAI will not be treated as an employee with respect to such Services for federal, state, or local tax purposes. As an independent contractor, RAI acknowledges that it is solely responsible for all income and employment taxes on remuneration derived from performing Services under this Agreement.

C. RAI is free to engage in other business activities and may offer its Services to other companies, organizations, educational institutions, or individuals, to the extent that such other business activities do not interfere with RAI's performance of Services under this Agreement.

3. Compensation. ECC agrees to pay RAI the fees set forth in Exhibit B and upon the schedule therein for the term of this Agreement for work performed to the satisfaction of ECC. If ECC would like to request any additional services outside the scope of the contract, the contract would need to be amended by both parties or a separate contract negotiated.

4. Compliance with Law/Non-Discrimination. RAI agrees to abide by all applicable federal, state, and local laws, regulations, and ordinances, including those related to non-discriminatory employment practices, while performing Services under this Agreement.

5. No Employee Benefits. RAI understands and agrees that, as an independent contractor, it (or any individual providing services to ECC hereunder) is not eligible to receive or participate in any employee benefits that are or may in the future be offered to employees of ECC.

6. No Unemployment Benefits. RAI understands and agrees that, as an independent contractor, it (or any individual providing services to ECC hereunder) is not eligible for unemployment benefits in the event this Agreement terminates for any reason.

7. No Workers' Compensation Insurance: RAI understands and agrees that, as an independent contractor, it (or any individual providing services to ECC hereunder) is not covered by ECC's workers' compensation insurance.

8. Notices. Any notices required or permitted hereunder shall be in writing and delivered in person or mailed to the RAI and ECC at the addresses set forth below.

9. Applicable Law. This Agreement shall be construed according to the internal laws of the State of North Carolina. By signing this Agreement, each of the parties consent to the exclusive jurisdiction of the federal and local courts of the North Carolina.

10. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all other oral or written agreements relating to the subject matter of this Agreement. This Agreement cannot be amended or modified except in a writing and signed by both parties.

11. Assignment. This Agreement is not assignable or transferable in whole or part by RAI, voluntarily, by operation of law or otherwise, without first obtaining ECC's written consent. ECC may assign this Agreement without the consent of RAI.

12. Waiver. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed a waiver of such term or condition for the future, or any subsequent breach.

13. Term of Agreement.

A. This agreement shall become effective on _____, 2024 and shall terminate on _____, 20__, unless extended by the written agreement of both parties.

B. Either party may terminate this Agreement, with or without cause, upon at least fifteen (15) calendar days written notice, but in case of such termination the fees due hereunder for work already performed shall be adjusted equitably.

C. Notwithstanding the notice requirement of Paragraph 12B, either party may terminate this Agreement without prior notice at any time for material breach of this Agreement.

D. In the event of termination by either party, RAI shall not be paid for any services performed after the effective date of termination.

14. Confidential Information.

A. RAI hereby acknowledges that it may be exposed to confidential and proprietary information belonging to ECC and/or any or all of its member governments or relating to its or any or all of their affairs ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by RAI; (ii) information in the public domain through no wrongful act of RAI, or (iii) information received by RAI from a third party who was free to disclose it.

B. RAI hereby agrees that during the term of this Agreement and at all times thereafter it shall not: (i) use or commercialize Confidential Information except in the performance of its duties and responsibilities hereunder; or (ii) disclose Confidential Information to any person or entity, except to such other recipients as the other party may approve in a signed writing.

15. Ownership of Intellectual Property Rights. All intellectual property made, developed, conceived, first reduced to practice, fixed in any tangible medium of expression or created by RAI during the term of this Agreement ("Joint Intellectual Property"), will be the joint property of and the entire right, title and interest is hereby assigned jointly to ECC and RAI, and each party may enjoy all rights and privileges accorded ownership of such joint property without accounting to the other.

16. Indemnification. RAI shall indemnify ECC, its member governments, and their directors, officers, employees and agents against all actual or alleged claims, losses, and liabilities, including reasonable attorney's fees, resulting from or in any way connected with the services performed under this Agreement, ECC's or its member government's use of the Work Product, or RAI's breach of this Agreement. In addition, RAI agrees to indemnify ECC, its member governments, and their directors, officers, employees, and agents against any claims that the Work Product or ECC's use thereof infringes a third party's intellectual property rights.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

EASTERN CAROLINA COUNCIL

By: _____
Name: David Bone
Title: Executive Director
Address: PO Box 1717
New Bern NC 28560

RECOVERY ALLIANCE INITIATIVE

By: _____
Name: Thomas Edwards
Address: 522 Meadowmont Village Circle
Chapel Hill, NC 27517

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

By: _____

ECC Finance Officer

EXHIBIT A: Description of Services

Background:

When Recovery Alliance Initiative (RAI) was founded in 2014, it recognized that the most effective interventions occur at the local level. RAI operates on the principle that “local knows local best” and seeks to empower community members to address the root causes of adult substance use disorder, related resource gaps, and the allocation of available resources. The establishment of the RAI collaborative model in Craven County in July 2022 contributed to several county-level initiatives including: 1. the creation of a free/low-cost transportation program to support individuals in early recovery, 2. added support for the establishment of a Post-Overdose Response Team, 3. completed and delivered Option B collaborative strategic planning, report, and recommendations. In our experience, projects of this nature require a strong facilitator. RAI’s experience with community engagement, strategic planning, and its collaborative model will serve the ECC project well by tapping into already existing stakeholder engagement resources and leveraging current relationships in the area.

For the duration of this project, RAI will partner with JG Research and Evaluation. Their Calculating an Adequate System Tool (CAST) software was created to estimate the capacity of current infrastructure as compared with the estimated need for services within a geographically defined area. Most often, CAST is used to estimate healthcare system capacity. What CAST does well is accessing data that can help communities understand current utilization patterns. CAST is distinctive in that it is the only assessment mechanism that mathematically quantifies asset gaps. CAST was designed to reflect the needs and characteristics of an individual county or region. It frames the nature of the care system in ways that would be difficult to see otherwise.

RAI is already a trusted partner to communities in Eastern NC. RAI’s expertise in leading communities through this process in conjunction with a rigorous analytical approach by JG Research will provide a final report that is trustworthy and accessible to the counties in ECC. The assessment provided by RAI and JG will combine primary (new & of the moment) data with secondary data to generate new perspectives and facilitate thoughtful, clear planning. It will make difference in how funds are spent which is both good for the people who live in the community, and for county leadership to demonstrate accountability and thoughtfulness about how funds are allocated.

Project Overview:

A complete asset map for the region has long been a desired tool among the leadership of the Eastern NC counties. The delivery of a comprehensive assessment across the continuum of care for adult substance use disorder for a nine-county region in Eastern, NC (Carteret, Craven, Duplin, Greene, Jones, Lenoir, Onslow, Pamlico, and Wayne) will be generated through RAI & a partnership with JG Research and Evaluation & CAST software system. The primary goal is to create an assessment map of the region. The map will then be used to identify gaps that can be addressed through regional collaboration. RAI will assess the existing infrastructure for preventing and addressing opioid and substance misuse. The delivered asset map will support a regional strategic plan that can inform the best and highest use of effective strategies to maximize the positive impact of Opioid Settlement Funds and other initiatives. In addition to the

inventory of assets, CAST will be used to estimate whether the capacity of current systems can meet the current and expected demands for services over the next 3-5 years.

Two types of data will be used in creating this model. Secondary data - which includes existing data collected from the National Survey of Substance Abuse Treatment Services, claims records from Medicaid or Health information exchange, and law enforcement drug seizure data and others. The primary data collection will be completed by RAI staff and will include the following components of the continuum of care:

- Prevention
- Recovery Supports (housing, providers, treatment centers, etc.)
- Other Recovery organizations selected within the study area

Scope of Work & Project Deliverables:

- The design and implementation of a CAST web-based application for primary data collection to be completed by RAI Project Manager and staff.
- A comprehensive asset map of the 9-county region of interest in Eastern NC.
- The generation of a report that summarizes the continuum of care capacity for the 9-county region in Eastern NC. This analysis will be separated by county, as well as aggregated by subregions, and the full regional area. It will also include capacity estimates on a series of varied population projection models to inform medium and long-range planning.
- Produce cost savings and cost-benefit estimates for expansion of specific opioid & SUD prevention, treatment, or injury prevention infrastructure and projections with the expansion of the model.
- Examine geospatial patterns of access to care, based on population density and travel time patterns among the population.
- A presentation of the data/report at a meeting of the Eastern Carolina Council's Board at its request.

Project Timeline:

Anticipated timeline: 12 months from the date of the initial contract to delivery of the final report and presentation.

Phase I. Data Quality Review & Community Engagement Planning (Months 1-3)

- Initial contact with all nine counties to establish community engagement planning
- Baseline data review and inventory

- Collection and review of current assessments
- Compile data requirements
- Conduct county-specific meetings with stakeholders and county managers/designated representatives to set expectations, present and provide technical assistance with surveys and data collection tools
- Begin data collection

Phase II. Data Collection (Months 3-6)

- Using web-based tools designed by JG Research, RAI will collect the data at the county level
- Complete data collection
- Begin data analysis

Phase III. Cost Modeling (Months 6-9)

- Data analysis
- Begin summary of results and assessment modeling (including cost models)

Phase IV. Final Report (Months 9-12)

- Summarize results of the CAST assessment
- Summarize results of cost modeling
- Complete geospatial analysis for access and service utilization
- Refine and present a final report with feedback from county managers, staff, and community stakeholders.

Resource Needs:

Personnel:

- RAI will assign a staff Project Manager dedicated to this project
- RAI will require a point of contact within each county manager's office and one point of contact at ECC
- RAI will partner with JG Research and Evaluation staff for data analysis and modeling

Tools/Equipment:

- RAI will utilize its current digital distribution tools for communications, document preparation, and other needs
- CAST software will be utilized for data collection and analysis

Meeting Space:

- Individual counties will provide any necessary meeting spaces for community meetings as needed

Additional Project Benefits:

RAI has an established partnership with the Alcohol and Drug Council of North Carolina (ADCNC) to incorporate any identified resources into its statewide directory. By contributing data to the ADCNC's directory, ADCNC becomes a more effective tool for the citizens of all nine counties while also highlighting these nine counties as leaders in addressing adult substance use disorder within the state.

RAI will explore collaborative efforts with the Association of Addiction Professionals of North Carolina (APNC) to highlight the leadership of the ECC in the state regarding asset heat mapping and facilitate statewide efforts and resource allocation.

Additional Considerations:

RAI has chosen JG as their partner and CAST as the primary tool for analysis because it is designed for the following: 1. Use on a county level and 2. Repeated assessment. The initial comprehensive assessment and analysis will provide significant value, and then 3 - 5 years from now it can be repeated. When the ECC and the 9 counties are looking for an analysis of what the counties have done with the money spent from the Opioid Settlement Funds, and other initiatives, RAI will be primed to perform a cost-effective update to the initial report. This will also be an option that individual counties can opt into. Consistent updates to an asset map would help counties quantify the effectiveness of their chosen strategies and continue to aid in strategic planning activities. All capacity data will be stored in CAST for repeat utilization. At that time, a new scope of work can be developed.

Other scopes that could be explored at additional cost: RAI may be asked to develop a monitoring plan to support ECC and the nine counties in regularly assessing the capacity of their care system over time.

EXHIBIT B: Fees and Payment Schedule

The total value for the services under this SOW shall not exceed \$49,000 unless otherwise agreed upon in writing by both ECC and RAI.

RAI shall invoice ECC following the payment schedule:

50% (\$24,500) due within 30 days of contract signing

25% (\$12,250) due within 30 days of month 6

25% (\$12,250) due within 30 days of project completion and the delivery of final assets

TECHNICAL ASSISTANCE AGREEMENT

CONTRACT FOR A REGIONAL OPIOID RESOURCE ASSET MAPPING PROJECT

THIS AGREEMENT, MADE AND ENTERED INTO AS OF THIS ____ DAY OF ____ 2024, BY AND BETWEEN THE COUNTIES OF Carteret, Craven, Duplin, Greene, Jones, Lenoir, Pamlico, Onslow, and Wayne, all being body politics and a political subdivision of the State of North Carolina, hereinafter referred to the "Counties", and the Neuse River Council of Government (D/B/A Eastern Carolina Council, or ECC) hereinafter referred to as "ECC".

1. **Background:** The Counties desire to create a comprehensive assessment across the continuum of care for adult substance use disorder for ECC's nine-county region. The primary goal of this Agreement is to create an assessment map of the ECC region to be used to identify gaps that can be addressed through regional collaboration. The Recovery Alliance Initiative (RAI) is an organization that brings sectors of communities together to explore opportunities for collaboration and solutions to address the opioid epidemic. RAI has extensive community and local level experience along with a deep network in the recovery community. ECC has vetted RAI and found it to be uniquely qualified to complete the delivery of a comprehensive assessment across the continuum of care for adult substance use disorder for the nine-county region in Eastern NC. ECC has pursued sole source procurement for such an asset map for the ECC region through a proposal from RAI.

2. **Engagement:** ECC hereby agrees to an engagement for services to be delivered to the Counties, and the Counties accept the engagement upon the terms and conditions hereinafter set forth.

3. **Duties:** ECC is engaged to provide services via an agreement with RAI as set forth in Exhibit A as attached to this Agreement and incorporated by reference herein (the "Independent Contractor Agreement," subject to such modifications as ECC may deem advisable and hereafter negotiate with RAI on behalf of the Counties) to produce the regional opioid resource asset mapping project sought by Counties.

4. **Compensation; Expenses:** By action of the governing body of each party hereto, they do hereby reach an agreement to pay all fees for the proposed RAI contract (totaling \$49,000) as well as ECC's project administrative costs of \$11,000 for a total price of \$60,000 on a pro rata basis based on population as follows below, with full payment being made upon execution of this agreement.

LOCAL GOVT. ENTITY	Population	Percentage of Region Population	Cost share, based on % of population and \$60,000 cost, rounded to nearest \$500
Carteret County	69,615	10.69%	\$ 6,500
Craven County	102,391	15.72%	\$ 9,500
Duplin County	49,520	7.61%	\$ 4,500
Greene County	20,530	3.15%	\$ 2,000
Jones County	9,401	1.44%	\$ 1,000
Lenoir County	54,895	8.43%	\$ 5,000
Onslow County	213,676	32.82%	\$ 19,500
Pamlico County	12,423	1.91%	\$ 1,000
Wayne County	118,686	18.23%	\$ 11,000
TOTAL	651,137	100.00%	\$ 60,000

2023 pop. - NCACC

5. **Severability:** If any provision of this Agreement, or the application thereof to any party, is held to be illegal, unenforceable, or otherwise invalid in any respect by government promulgation, operation of law, court decree, or otherwise, such holding shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid provision, and if practicable a valid provision that most nearly approximates the intent of the parties will be substituted for the invalid provision.

6. **Benefit:** This Agreement will be binding on and inure to the benefit of the parties hereto and their respective representatives, successors, and permitted assigns. No person other than the parties hereto, including any public official, is a beneficiary of or obligor on this Agreement.

7. **Records:** ECC's records which relate to this Agreement will be preserved and made available to the Counties on request in accordance with Chapter 132 of the North Carolina General Statutes.

8. **Counterparts; Electronic Execution:** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

9. **Non-Assignability:** No party shall assign any interest in the Agreement nor transfer any interests in the same without prior written consent of the other parties hereto; provided, however, that claims for money due ECC from any of the Counties under this Agreement may be assigned to a financial institution without such approval.

10. **Governing Law; Interpretation:** This Agreement has been executed in and shall be governed by the internal laws of the State of North Carolina. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either of the parties. All parties have participated in negotiating and drafting this Agreement, so any rule of interpretation which holds that a contract shall be interpreted in favor of the non-drafting party shall not apply to the interpretation of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not be considered terms of this Agreement. As used herein, the masculine gender shall include the feminine and neuter, the singular number the plural, and vice versa, whenever such meanings are appropriate.

11. **Entire Agreement; Amendment; Waiver:** This writing constitutes the entire agreement between the parties hereto and supersedes any prior understanding or agreements between them respecting the subject matter. There are no representations, arrangements, understandings, or agreements, oral or written, in respect of the subject matter of this Agreement, except those fully expressed herein. No amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement shall be made or binding unless made in writing and signed by both parties hereto. The failure of either party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of that party thereafter to enforce any such provisions. Waiver by any party hereto of any breach or default by the other party of any of the terms and provisions of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived.

EFFECTIVE DATE, this Agreement shall take effect as to each entity upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

By: _____

**Neuse River Council of Government
(DBA Eastern Carolina Council)**

Executive Director

Attest:

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

By: _____

ECC Finance Officer

By: _____

Tommy Burns, County Manager

Carteret County

Attest:

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

By: _____

County Finance Officer

By: _____

Jack Veit, County Manager

Craven County

Attest:

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

By: _____

County Finance Officer

By: _____

Bryan Miller, County Manager

Duplin County

Attest:

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

By: _____

County Finance Officer

By: _____

Kyle DeHaven, County Manager

Greene County

Attest:

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

By: _____

County Finance Officer

By: _____

Kyle Smith, County Manager

Jones County

Attest:

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

By: _____

County Finance Officer

By: _____

Michael James, County Manager

Lenoir County of Lenoir

Attest:

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

By: _____

County Finance Officer

By: _____

David Smitherman, County Manager

Onslow County

Attest:

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

By: _____

County Finance Officer

By: _____

Tim Buck, County Manager

Pamlico County

Attest:

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

By: _____

County Finance Officer



By: Chip Crumpler

Chip Crumpler, County Manager

Wayne County

Attest:

Carol Bowser

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

By: Angelab Bowser

County Finance Officer

ATTACHMENT A

(Contract between ECC and RAI)



Transmitted Via Email

Date: October 24, 2024

To: Carteret County Manager Tommy Burns
Craven County Manager Jack Veit
Duplin County Manager Bryan Miller
Greene County Manager Kyle DeHaven
Jones County Manager Kyle Smith
Lenoir County Manager Michael James
Onslow County Manager David Smitherman
Pamlico County Manager Tim Buck
Wayne County Manager Chip Crumpler

CC: Tom Edwards, Recovery Alliance Initiative

Re.: Regional Opioid Assessment Agreement

County Managers:

As you are aware, deaths, hospitalizations, and emergency department (ED) visits due to medication or drug overdose have become a growing public health concern nationally and in our communities, and county governments play a vital role in how the opioid overdose crisis is addressed. To that end, we have had an ongoing discussion about the benefits of regional collaboration and partnership with this crisis.

Attached for your consideration is a regional agreement with the Eastern Carolina Council for the development of a comprehensive assessment across the continuum of care for adult substance use disorder for our nine-county region. The primary goal of this Agreement is to create an assessment map of the ECC region to be used to identify gaps that can be addressed through regional collaboration.

The Recovery Alliance Initiative (RAI) is an organization that brings sectors of communities together to explore opportunities for collaboration and solutions to address the opioid epidemic. RAI has extensive community and local level experience along with a deep network in the recovery community. ECC has vetted RAI and found it to be uniquely qualified to complete the delivery of a comprehensive assessment. Furthermore, ECC has pursued sole source procurement for such an asset map for the ECC region through a proposal from RAI.

Project Overview:

A complete asset map for the region has long been a desired tool among the leadership of the Eastern NC counties. The delivery of a comprehensive assessment across the continuum of care for adult substance use disorder is the primary goal. The primary goal is to create an assessment map of the region. The map will then be used to identify gaps that can be addressed through regional collaboration. RAI will assess the existing infrastructure for preventing and addressing opioid and substance misuse. The delivered asset map will support a regional strategic plan that can inform the best and highest use of effective strategies to maximize the positive impact of Opioid Settlement Funds and other initiatives. In addition to the inventory of assets, CAST will be used to estimate whether the capacity of current systems can meet the current and expected demands for services over the next 3-5 years.

The primary data collection will be completed by RAI staff and will include the following components of the continuum of care – prevention, recovery supports (housing, providers, treatment centers, etc.), and other recovery organizations selected within the study area.

The proposed cost-share for the agreement is described herein and is based on sharing costs on a pro-rata share of population, with full payment being made upon execution of the agreement (in order to develop working capital for the project).

Scope of Work & Project Deliverables:

- The design and implementation of a CAST web-based application for primary data collection to be completed by RAI Project Manager and staff.
- A comprehensive asset map of the 9-county region of interest in Eastern NC.
- The generation of a report that summarizes the continuum of care capacity for the 9-county region in Eastern NC. This analysis will be separated by county, as well as aggregated by subregions, and the full regional area. It will also include capacity estimates on a series of varied population projection models to inform medium and long-range planning.
- Produce cost savings and cost-benefit estimates for expansion of specific opioid & SUD prevention, treatment, or injury prevention infrastructure and projections with the expansion of the model.
- Examine geospatial patterns of access to care, based on population density and travel time patterns among the population.
- A presentation of the data/report at a meeting of the Eastern Carolina Council's Board at its request.

Project Timeline:

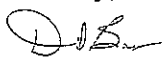
Anticipated timeline: 12 months from the date of the initial contract to delivery of the final report and presentation.

Request:

We ask all nine counties to review this agreement and if agreeable, execute the contract; if needed and/or desired, we ask you to present it to your Board of Commissioners at your November meetings. If approved, RAI will request a point of contact within each county manager's office, and the counties will be asked to assist RAI in introductions to organizations and individual leaders who may be sources of information / potential partners in this effort.

Thank you for your consideration. If you have any questions and/or if you would like to schedule a meeting to discuss this proposal, please let us know.

Sincerely,



David Bone
Executive Director

NORTH CAROLINA

WAYNE COUNTY

**RESOLUTION #2024-28: A RESOLUTION BY THE COUNTY OF WAYNE
TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS**

WHEREAS Wayne County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids, including settlements with drug distributors Cardinal, McKesson, and AmerisourceBergen; drug makers Johnson & Johnson and its subsidiary Janssen Pharmaceuticals, and Purdue Pharma, Mallinckrodt, Insys, Allergan, Endo, and Teva; and pharmacies CVS, Rite Aid, Walgreens, and Walmart;

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

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

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

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

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

- 1. First strategy authorized
 - a. Name of strategy: Collaborative Strategic Planning
 - b. Strategy is included in Exhibit A.
 - c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Number 1 (Exhibit A)
 - d. Amount authorized for this strategy: \$11,000
 - e. Period of time during which expenditure may take place:
Start date November 19, 2024 through End date November 18, 2024
 - f. Description of the program, project, or activity: Wayne County, member counties of the Eastern Carolina Council (ECC), and the ECC have entered into

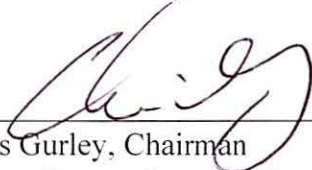
a partnership to create a regional opioid assessment map of the region. The map will be used to identify gaps that can be addressed through regional collaboration. The delivered asset map will support a regional strategic plan that can inform the best and highest use of effective strategies to maximize the positive impact of Opioid Settlement Funds and other initiatives. In addition to the inventory of assets, the project will estimate whether the capacity of current systems can meet the current and expected demands for services over the next 3-5 years. ECC will administer the contract with the selected vendor (Recovery Alliance Initiative) and oversee completion of the project.

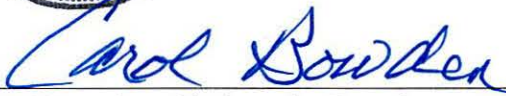
g. Provider: Neuse River Council of Governments d/b/a Eastern Carolina Council

The total dollar amount of Opioid Settlement Funds appropriated across the above named and authorized strategy is \$11,000.

Adopted this the 19th day of November, 2024.




Chris Gurley, Chairman
Wayne County Board of Commissioners


Carol Bowden, Clerk to the Board

Journal Proof Report



Journal Number: 428 Year: 2025 Period: 5

Description: Library

Reference 1: 116 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	1106110-562000	Grant Expenditures			\$1158.00	
	E-x2503 -IDA Schol -Training -					
BUA	1106110-562000	Grant Expenditures			\$3025.00	
	E-x2503 -IDA Schol -Travel -					
BUA	1106110-335000	Grant Revenues				\$4183.00
Journal 2025/5/428				Total	\$4183.00	\$4183.00

Journal Proof Report



Journal Number: 430 Year: 2025 Period: 5

Description: Library

Reference 1: 117 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	1106110-562000	Grant Expenditures			\$7156.00	
	E-X2303 -Library -Supplies -Programmin					
BUA	1106110-335000	Grant Revenues				\$7156.00
Journal 2025/5/430				Total	\$7156.00	\$7156.00

Journal Proof Report



Journal Number: 431 Year: 2025 Period: 5

Description: Sheriff

Reference 1: 121 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526100-CtiSb	Office Supplies-NonCaptl FF&E			\$208.48	
BUA	1104310-331700-CtiSb	Controlled Substance				\$208.48
Journal 2025/5/431				Total	\$208.48	\$208.48

Journal Proof Report



Journal Number: 432 Year: 2025 Period: 5

Description: Coop. Ext.

Reference 1: 122 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104950-535300	Repairs & Maint-Vehicles			\$4994.89	
BUA	1100000-383940	Insurance Reimbursements				\$4994.89
			Journal 2025/5/432	Total	\$4994.89	\$4994.89

Journal Proof Report



Journal Number: 433 Year: 2025 Period: 5

Description: HD

Reference 1: 123 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315163-523900-CHRIL	Other Medical Supplies			\$10000.00	
BUA	1315110-351504-CHRIL	Maternal Health Program				\$10000.00
			Journal 2025/5/433	Total	\$10000.00	\$10000.00

Journal Proof Report



Journal Number: 434 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-526100	Office Supplies-NonCaptl FF&E				\$5221.00
BUA	1104370-554000	Capital Outlay-Vehicles			\$5221.00	
			Journal 2025/5/434	Total	\$5221.00	\$5221.00

Journal Proof Report



Journal Number: 435 Year: 2025 Period: 5 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2154328-551000	Capital Outlay-Equipment			\$141748.50	
	E-ARPA -Sheriff -Radios -					
BUA	2154328-562000	Grant Expenditures				\$141748.50
			Journal 2025/5/435	Total	\$141748.50	\$141748.50

Journal Proof Report



Journal Number: 436 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315153-551000	Capital Outlay-Equipment				\$6500.00
BUA	1315153-554000	Capital Outlay-Vehicles			\$6000.00	
BUA	1315153-535300	Repairs & Maint-Vehicles			\$500.00	
			Journal 2025/5/436	Total	\$6500.00	\$6500.00

Journal Proof Report



Journal Number: 438 Year: 2025 Period: 5

Description: Finance

Reference 1: 138 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104520-562000-ROAP	Grant Expenditures			\$242196.00	
BUA	1104520-335000-ROAP	Grant Revenues				\$242196.00
			Journal 2025/5/438	Total	\$242196.00	\$242196.00

Journal Proof Report



Journal Number: 439 Year: 2025 Period: 5

Description: SOA

Reference 1: 139 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165604-531300	Client/Inmate Transport Reimb				\$3556.00
BUA	1165604-335000	Grant Revenues			\$3556.00	
			Journal 2025/5/439	Total	\$3556.00	\$3556.00

Journal Proof Report



Journal Number: 440 Year: 2025 Period: 5

Description: SOA

Reference 1: 141 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165611-512600	Part Time or Extra Help			\$4600.00	
BUA	1165611-518000	Social Security-FICA			\$286.00	
BUA	1165611-518100	Social Security-Medicare			\$68.00	
BUA	1165611-518600	Workers Compensation			\$563.00	
BUA	1165611-523100	Program Supplies			\$161.00	
BUA	1165611-531100	Travel-Meals & Lodging			\$66.00	
BUA	1165611-335000	Grant Revenues				\$5744.00
Journal 2025/5/440				Total	\$5744.00	\$5744.00

Journal Proof Report



Journal Number: 441 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
Formatted Project String						
BUA	2154328-551000	Capital Outlay-Equipment			\$272347.00	
	E-ARPA -OES -RadioUpg -					
BUA	2154328-562000	Grant Expenditures				\$272347.00
			Journal 2025/5/441	Total	\$272347.00	\$272347.00

Journal Proof Report



Journal Number: 442 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6247420-535200	Repairs & Maint-Equipment				\$12435.00
BUA	6247420-554000	Capital Outlay-Vehicles			\$12435.00	
			Journal 2025/5/442	Total	\$12435.00	\$12435.00

Journal Proof Report



Journal Number: 443 Year: 2025 Period: 5

Description: S&W

Reference 1: 154 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104960-562000-StRAP	Grant Expenditures			\$183860.00	
BUA	1104960-335000-StRAP	Grant Revenues				\$183860.00
			Journal 2025/5/443	Total	\$183860.00	\$183860.00

Journal Proof Report



Journal Number: 444 Year: 2025 Period: 5

Description: OES

Reference 1: 155 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104330-512100	Salaries and Wages			\$65000.00	
BUA	1104330-518000	Social Security-FICA			\$4030.00	
BUA	1104330-518100	Social Security-Medicare			\$943.00	
BUA	1104330-518200	Retirement Contribution			\$8873.00	
BUA	1104330-518210	401K Retirement Contribution			\$1300.00	
BUA	1104330-518300	Hospitalization Contribution			\$11616.00	
BUA	1104330-518600	Workers Compensation			\$696.00	
BUA	1100000-399100	Fund Balance Appropriated				\$92458.00
Journal 2025/5/444				Total	\$92458.00	\$92458.00

Journal Proof Report



Journal Number: 446 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104131-526100	Office Supplies-NonCaptl FF&E			\$500.00	
BUA	1104131-523100	Program Supplies				\$500.00
			Journal 2025/5/446	Total	\$500.00	\$500.00

Journal Proof Report



Journal Number: 447 Year: 2025 Period: 5

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104170-538100	Programming			\$69.00	
BUA	1104170-523100	Program Supplies				\$69.00
			Journal 2025/5/447	Total	\$69.00	\$69.00

Journal Proof Report



Journal Number: 222 Year: 2025 Period: 6

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315193-519300	Professional Services-Medical				\$4000.00
BUA	1315193-531100	Travel-Meals & Lodging			\$4000.00	
			Journal 2025/6/222	Total	\$4000.00	\$4000.00

Journal Proof Report



Journal Number: 243 Year: 2025 Period: 6 Description: Jetport Reference 1: 175 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104530-563000	Current Expense			\$24960.75	
BUA	1100000-399100	Fund Balance Appropriated				\$24960.75
			Journal 2025/6/243	Total	\$24960.75	\$24960.75

Journal Proof Report



Journal Number: 244 Year: 2025 Period: 6 Description: Sheriff Reference 1: 176 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4908100-599110	Contingency-Capital Outlay				\$17500.00
BUA	1104310-551000	Capital Outlay-Equipment			\$17500.00	
BUA	4908100-598000	Transfers to Other Funds			\$17500.00	
BUA	1100000-398400	Transfers from Other Funds-CPF				\$17500.00
			Journal 2025/6/244	Total	\$35000.00	\$35000.00

Journal Proof Report



Journal Number: 245 Year: 2025 Period: 6 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104200-545000	Insurance & Bonding			\$4845.00	
BUA	1104370-545000	Insurance & Bonding				\$4845.00
			Journal 2025/6/245	Total	\$4845.00	\$4845.00