WAYNECOUNTY
NORTH CAROLINA

Wayne County, North Carolina
Board of Commissioners

September 17, 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 8:03 a.m., with Chairman Chris Gurley reviewing the agenda.

County Manager Chip Crumpler made the following adjustments to the agenda: Adding a Funding Agreement for the Renovation of Rosewood Middle School; Demolition and Site Grading GMP and procurement packages for the Rosewood Middle School Renovation Project; both under New Business, and removing the Resolution Adopting a Policy to Prohibit Viewing of Pornography on County Networks and Devices from the Consent Agenda.

Finance Director Angie Boswell reviewed the budget amendments.

Planning Director Berry Gray reviewed the subdivision plats.

Staff Attorney Andrew Neal reviewed the surplus real property sale.

ABC Board General Manager Darnay Barefoot reviewed the ABC Resolution.

County Attorney E. B. Borden Parker reviewed the Rules of Procedure Amendment.

At 8:26 a.m., Commissioner Antonio Williams joined the Agenda Briefing.

Staff Attorney Andrew Neal reviewed the Rosewood Funding Agreement and the Demolition and site grading GMP. Chairman Gurley asked if the Wayne County Board of Education had ESSR funds remaining, and if so, could they be used for the additional funds needed for Rosewood Middle School. The Board concurred that county funding exposure would not be over $10 million on the Rosewood Middle School Project.

At 8:47 a.m., Commissioner Bevan Foster joined the Agenda Briefing.

In attendance: Chairman Chris Gurley; Vice-Chairman George Wayne Aycock, Jr.;

Barbara Aycock; Joe C. Daughtery; Freeman Hardison, Jr.; Bevan Foster (8:47 a.m.), and Antonio Williams (8:26 a.m.)

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

The Wayne County Board of Commissioners met on Tuesday, September 17, 2024, at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, Goldsboro, North Carolina, after due notice thereof had been given.

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

Members absent: None

INVOCATION - Vice-Chairman George Wayne Aycock, Jr.

Vice-Chairman George Wayne Aycock, Jr., gave the invocation.

PLEDGE OF ALLEGIANCE - Chairman Chris Gurley

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

DISCUSSION/ADJUSTMENT OF AGENDA

County Manager Chip Crumpler made the following adjustments to the agenda: Remove the Resolution Adopting a Policy to Prohibit Viewing of Pornography on County Networks and Devices from the Consent Agenda, and add the Rosewood Middle School Funding Agreement for Renovation, and the Demolition and Site Grading GMP for Rosewood Middle School to New Business.

Commissioner Bevan Foster requested all budget amendments be removed from the Consent Agenda and placed under New Business to be voted on as one item.

1. Motion to Approve the Adjusted September 17, 2024, Agenda.

   Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved the Adjusted September 17, 2024, Agenda.

APPROVAL OF MINUTES

2. Motion to Approve the August 20, 2024, Minutes.

   Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved the August 20, 2024, Minutes.

SPECIAL PRESENTATIONS

Time Limit of 6 to 10 Minutes

3. Presentation of Employee Anniversary Pins.

   County Manager Chip Crumpler and Assistant County Manager Ginger Moore presented anniversary pins to the recipients in attendance.

4. Presentation of the September Wayne County Hero Spotlight by Jay's Kitchen.

Assistant County Manager Ginger Moore introduced the September Wayne County Hero, Pat Ruffin of Facility Services. Jay of Jay's Kitchen presented a $200 gift certificate to Mrs. Ruffin, awarding her service to Wayne County.

5. Presentation of Check by Wayne County ABC Board General Manager.

   ABC Board General Manager Darnay Barefoot presented a check for $112,500, to the Board of Commissioners representing a portion of profits from local sales.

6. Motion to Approve 2024 Senior Center Month Proclamation, as presented by Services on Aging Director Paula Edwards.

   Services on Aging Director Paula Edwards read the 2024 Senior Center Month Proclamation, attached hereto as Attachment A, and gave an update on upcoming activities at the Senior Center.

   Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners unanimously approved the 2024 Senior Center Month Proclamation, as presented by Services on Aging Director Paula Edwards.

CONSENT AGENDA

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

7. Late Elderly/Disabled Exemption Application

8. Late Disabled Veteran Exemption Application

9. Motion to Approve the Final Plat for Duroc Ridge Subdivision.

   Attached hereto as Attachment B.

10. Motion to Approve the Preliminary Plat for Yara Village Subdivision.

    Attached hereto as Attachment C.

11. Motion to Adopt Resolution # 2024-26: A Resolution Declaring Surplus Real Property located at 404 Magnolia Street, Goldsboro (PIN: 3509161449) to Community Technical Assistance, Inc. and authorizing its sale.

    Attached hereto as Attachment D.

12. Motion to Approve Wayne County ABC Board Resolution.

    Attached hereto as Attachment E.

NEW BUSINESS

13. Motion to approve Resolution Accepting a Community Project Funding Grant from the US Department of Housing and Urban Development to Construct an EMS Station on Seymour Johnson Air Force Base.

    EMS Director Dave Cuddeback gave a presentation on the EMS Station on Seymour Johnson Air Force Base, attached hereto as Attachment F, and answered questions from the board.

Upon motion of Commissioner Barbara Aycock, the Board of Commissioners unanimously approved the Resolution Accepting a Community Project Funding Grant from the US Department of Housing and Urban Development to Construct an EMS Station on Seymour Johnson Air Force Base.

14. Motion to Approve Task Order Number 8 with CDM Smith, Inc. for an Environmental Assessment for Seymour Johnson AFB EMS Station (Station 12) and appropriate budget amendment.

EMS Director Dave Cuddeback discussed the CDM Environmental Assessment for Seymour Johnson Air Force Base, attached hereto as Attachment G, and answered questions from the board.

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners unanimously approved Task Order Number 8 with CDM Smith, Inc. for an Environmental Assessment for Seymour Johnson AFB EMS Station (Station 12) and appropriate budget amendment.

15. Motion to approve a consulting contract for FY 24-25 between the County of Wayne, the City of Goldsboro, Friends of Seymour, and Crossroads Strategies.

Upon motion of Commissioner Freeman Hardison, Jr., the Board of Commissioners approved a consulting contract for FY 24-25 between the County of Wayne, the City of Goldsboro, Friends of Seymour, and Crossroads Strategies, attached hereto as Attachment H, by a vote of 6 to 1 with Foster against.

16. Motion to Approve Resolution Approving a Change to the Rules of Procedure for the Wayne County Board of Commissioners.

Commissioner Bevan Foster questioned why the motion was on the agenda and County Attorney E. B. Borden Parker answered.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the Resolution Approving a Change to the Rules of Procedure for the Wayne County Board of Commissioners, attached hereto as Attachment I, by a vote of 5 to 2 with Foster and Williams against.

17. Motion to Approve a Funding Agreement for the Renovation of Rosewood Middle School with the Wayne County Board of Education, contingent on county attorneys' approval.

Staff Attorney and Wayne County Public Schools Assistant Superintendent Dr. Tim Harrell reviewed the agreement, attached hereto as Attachment J, and answered questions from the board.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners unanimously approved a Funding Agreement for the Renovation of Rosewood Middle School with the Wayne County Board of Education, contingent on county attorneys' approval.

18. Motion to Approve the Demolition and Site Grading GMP, the Mechanical Early Procurement Package, and the Electrical

Early Procurement Package for the Rosewood Middle School Renovation Project.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Demolition and Site Grading GMP, the Mechanical Early Procurement Package, and the Electrical Early Procurement Package for the Rosewood Middle School Renovation Project, attached hereto as Attachment K.

19. Budget Amendments

Upon motion of Vice-Chairman George Wayne Aycock, Jr., the Board of Commissioners approved the Budget Amendments, listed below, by a vote of 5 to 2, with Foster and Williams against.

#632-Finance/#633-Finance/#46-Animal Services/#54-Services on Aging/#57-Sheriff/#60-HD/#61-HD/#67-Sheriff/#72-Cooperative Ext-4H/#74-HD/#75-Library/#76-Facilities/#77-BOC/#79-IT/#80-EMS/#82-Library.

PUBLIC COMMENTS

No one presented for Public Comments.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler congratulated the anniversary pin recipients and expressed his appreciation and gratitude for Mrs. Pat Ruffin. He also thanked Jay's Kitchen for the monthly award for employees.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Bevan Foster stated he took the motion for the change of rules and procedures "personal". He discussed the losses at the executive jetport and how the board votes. He commended employee Delmus Cox with the Solid Waste department for earning his 25-year pin and stated he was a helpful, and an outstanding young man.

Commissioner Freeman Hardison, Jr., had no comment.

Commissioner Barbara Aycock stated Col. Lucas Teel, former Commander of Seymour Johnson AFB, recently lost his father, and she offered her condolences to him and his family.

Commissioner Antonio Williams had no comment.

Commissioner Joe C. Daughtery spoke of the efforts made to keep school construction costs down and how well the working groups were interacting. He also praised the Highway 70 Corridor Commission for the renaming of Highway 70 as Interstate 42.

Vice-Chairman George Wayne Aycock, Jr., discussed the merger of the Polly Watson and Nahunta Volunteer Fire Departments and discussed the difficulties of dealing with Wayne Water District.

Chairman Chris Gurley discussed the upcoming election, the second assassination attempt on President Donald Trump, and the renaming of Highway 70 as Interstate 42.

ADJOURNMENT

At 10:13 a.m., Chairman Chris Gurley adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden

Carol Bowden, Clerk to the Board

Attachment A

NORTH CAROLINA

WAYNE COUNTY

SENIOR CENTER MONTH

WHEREAS, older Americans are significant members of our society, investing their wisdom and experience to help enrich and better the lives of younger generations; and

WHEREAS, the Wayne County Peggy M. Seegars Senior Center has acted as a catalyst for mobilizing the creativity, energy, vitality and commitment of older residents of Wayne County; and

WHEREAS, through a wide array of services, programs and activities, senior centers empower older citizens of Wayne County, North Carolina to contribute to their own health and well-being and the health and well-being of their fellow citizens of all ages; and

WHEREAS, the Wayne County Senior Center affirms the dignity, self-worth and independence of older persons by facilitating their decisions and actions, tapping their experiences, skills and knowledge and enabling their continued contributions to the community.

NOW, THEREFORE, BE IT RESOLVED the Wayne County Board of Commissioners does hereby proclaim the month of September 2024 as

NATIONAL SENIOR CENTER MONTH

and calls upon all citizens to recognize the special contributions of the Wayne County Peggy M. Seegars Senior Center participants and the special efforts of the staff and volunteers who work every day to enhance the well-being of the older citizens of our community.

Adopted this the 17th day of September, 2024.

Chris Gurley, Chairman
Wayne County Board of Commissioners

Attest:

Carol Bowden
Clerk to the Board

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: August 14, 2024

Re: Final Subdivision Plat Approval

Item: Duroc Ridge, Final
Owner/Developer: Jeffery R Sandford
Surveyor/Engineer: Stokes Surveying/ B K Jones Engineering
Grantham Township, Paul Hare Road (SR 1208)
Lots: 13

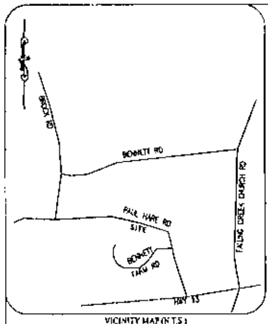
Discussion: Duroc Ridge consists of 13 lots on 12 acres. This subdivision proposes only road front lots on Paul Hare Road (SR 1208), approximately ½ north of US Hwy 13 S. The property is within the RA-20 zoning district and the average lot size at 40,200 sf. Building lots will utilize public water and onsite septic. The property is shown within the Rural area on the Wayne County Growth Strategies Map.

The property is located within the following service areas:

Schools – Southern Wayne HS, Grantham Middle, Grantham Elementary
Water – Southwestern Wayne Sanitary District
Fire – Grantham Fire Department
EMS – Station 3
Transportation – RPO
Water Supply Watershed – Yes
Voluntary Agriculture District – No
Wetlands – No
Board of Commissioners District – 4

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

Attachment B Page 2



VICINITY MAP (N.T.S.)

LINE	BEARING	DISTANCE
L1	S 76°35'37" E	85.92'
L2	S 70°52'19" E	44.20'
L3	S 66°26'25" E	111.71'
L4	S 62°49'58" E	14.66'
L5	S 62°49'58" E	61.48'
L6	S 61°35'16" E	46.21'
L7	S 60°52'45" E	50.16'
L8	S 58°24'14" E	48.21'
L9	S 55°03'12" E	35.42'
L10	S 48°21'34" E	49.05'
L11	S 41°18'47" E	2.56'
L12	S 75°43'45" E	50.03'

LEGEND

- ○ EXISTING IRON PIPE
- ⊙ EXISTING NAIL OR SPIKE
- ● EXISTING IRON ROD
- □ EXISTING CONCRETE MONUMENT
- △ CALCULATED/SET POINT

NOTE 'A'
THIS PROPERTY IS LOCATED IN ZONE 'X' (MINIMAL FLOOD RISK) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA
FIRM # 3720254600J
PANEL: 2546
EFFECTIVE DATE 12/02/2003

NOTE 'B'
ALL DISTANCES ARE HORIZONTAL GROUND UNLESS OTHERWISE STATED

NOTE 'C'
ALL AREAS COMPUTED BY COORDINATE METHOD

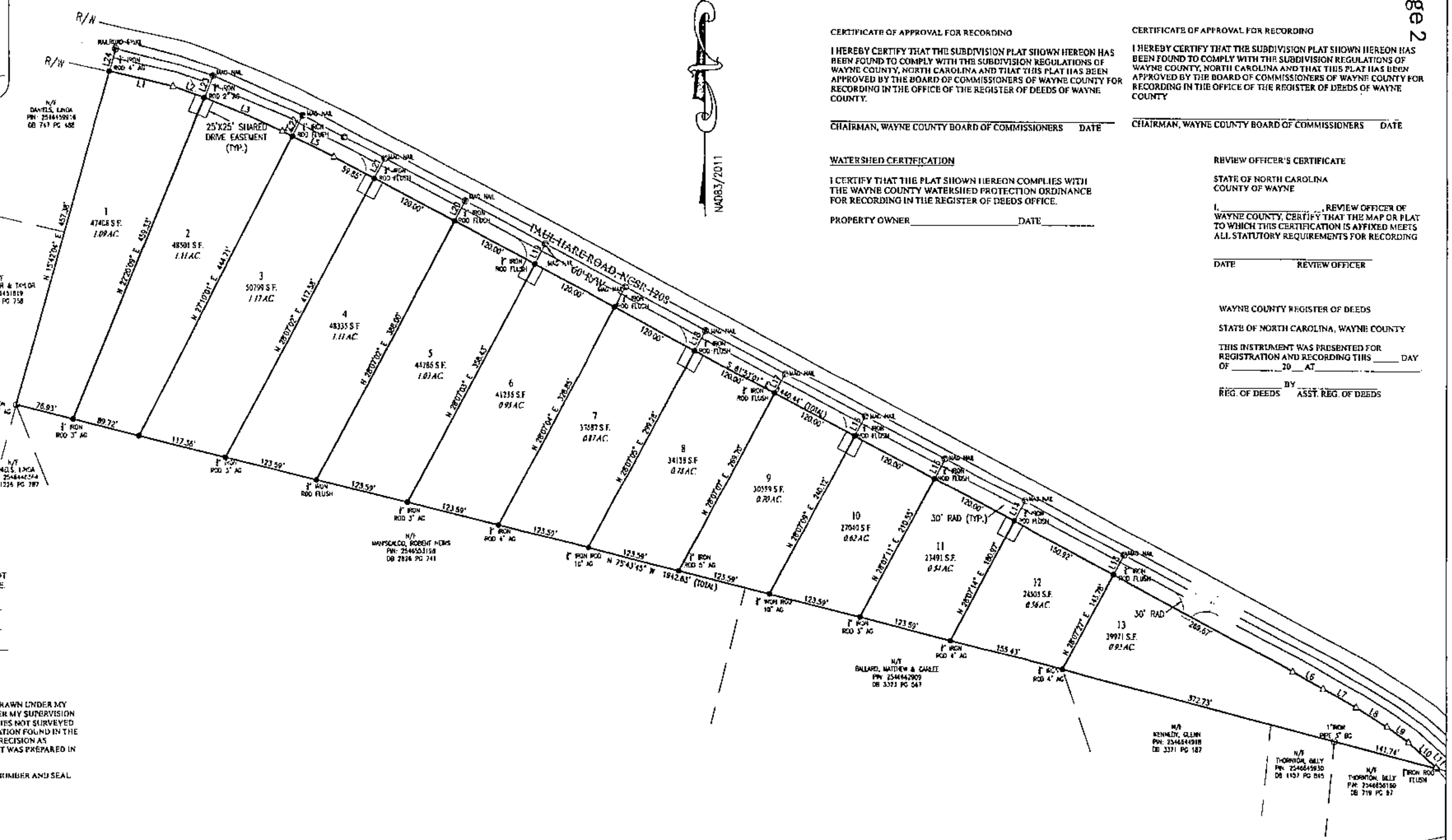
NOTE 'D'
THE PARCEL(S) SHOWN HEREON ARE SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD

NOTE 'E'
NO EVIDENCE OF LANDFILL OR CEMETERY WAS FOUND AT THE TIME OF SURVEY.

NOTE 'F'
UNDERGROUND UTILITIES WERE NOT CONSIDERED ON THIS SURVEY

NOTE 'G'
NO GRID MONUMENTS FOUND WITHIN 2000' OF SITE

NOTE 'H'
ALL LOT AREAS ARE EXCLUSIVE OF ANY AREA WITHIN RIGHT OF WAY OF PAUL HARE ROAD



CERTIFICATE OF FLOODWAY INFORMATION

PROPERTY SHOWN HEREON ____ IS __X__ IS NOT LOCATED IN A FEMA DESIGNATED FLOOD ZONE.

FLOOD HAZARD PANEL NO. __3720254600J__

EFFECTIVE DATE: __12/02/2005__

07/18/2024 ______________________
DATE SURVEYOR

I, MICHAEL STOKES, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (REFERENCES SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN THE REFERENCES SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED

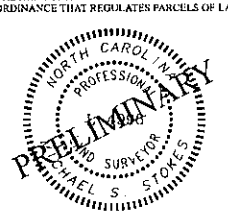
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF JULY, A.D. 2024

SIGNATURE ______________________
MICHAEL S. STOKES L-4996

SURVEYOR CERTIFICATION

I MICHAEL STOKES CERTIFY THE FOLLOWING.

THAT THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.



WAYNE COUNTY HEALTH CERTIFICATION

THE WAYNE COUNTY HEALTH DEPARTMENT HAS PERFORMED A SOIL ANALYSIS ON EACH LOT WITHIN THIS SUBDIVISION. COPIES OF THE SOIL ANALYSIS IS NOT A PERMIT OR A GUARANTEE THAT A PERMIT WILL BE ISSUED. EACH LOT WILL HAVE TO BE RE-EVALUATED FOR AN IMPROVEMENT PERMIT USING STANDARDS CURRENT AT THE TIME PERMITS ARE REQUESTED AND A PLOT PLAN SHOWING THE PROPOSED STRUCTURE HAS BEEN MADE AVAILABLE TO THE HEALTH DEPARTMENT.

____
WAYNE COUNTY ENVIRONMENTAL HEALTH DEPT. DATE

CERTIFICATE OF OWNERSHIP AND DEDICATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF WAYNE COUNTY AND THAT I HEREBY ADOPT THIS SUBDIVISION PLAN WITH MY FREE CONSENT, ESTABLISH MINIMUM SETBACK LINES, AND DEDICATE ALL STREETS, ALLEYS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC OR PRIVATE USE AS NOTED. FURTHERMORE, I DEDICATE ALL ELECTRICAL SYSTEMS AND ALL SEWER AND WATER LINES TO THE COUNTY OF WAYNE

____
DATE OWNER(S)

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF WAYNE COUNTY, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS OF WAYNE COUNTY FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAYNE COUNTY.

____
CHAIRMAN, WAYNE COUNTY BOARD OF COMMISSIONERS DATE

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF WAYNE COUNTY, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS OF WAYNE COUNTY FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAYNE COUNTY

____
CHAIRMAN, WAYNE COUNTY BOARD OF COMMISSIONERS DATE

WATERSHED CERTIFICATION

I CERTIFY THAT THE PLAT SHOWN HEREON COMPLIES WITH THE WAYNE COUNTY WATERSHED PROTECTION ORDINANCE FOR RECORDING IN THE REGISTER OF DEEDS OFFICE.

PROPERTY OWNER______________________DATE__________

REVIEW OFFICER'S CERTIFICATE

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

I, ______________________, REVIEW OFFICER OF WAYNE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

____
DATE REVIEW OFFICER

WAYNE COUNTY REGISTER OF DEEDS

STATE OF NORTH CAROLINA, WAYNE COUNTY

THIS INSTRUMENT WAS PRESENTED FOR REGISTRATION AND RECORDING THIS _____ DAY OF _________ 20__ AT__________.

__________ BY __________
REG. OF DEEDS ASST. REG. OF DEEDS

SITE DATA
OWNER: JEFFERY R SANDFORD
6 TOMAHAWK RD
HAMPTON VA, 23669

SITE: PAUL HARE ROAD
PIN: 2546555603
DB 0020E PG 543
DB 1055 PG 83
WAYNE WATER SUPPLY WATERSHED
TOTAL AREA: 11.44 ACRES (EXCLUDING R/W)
AVERAGE LOT SIZE: 0.88 ACRES
MAX. IMPERVIOUS: 24% EACH LOT

RA-20 SETBACKS:
FRONT: 60'
SIDE: 20'
REAR: 25'
MAX. HEIGHT: 35'

100 0 50 100 200 400

LOTS TO BE SERVED WATER BY WAYNE SANITATION DISTICT AND SANITARY SEWER BY ON SITE PRIVATE SEPTIC SYSTEMS.

STOKES
SURVEYING & MAPPING, PLLC

Firm License # P-1139
1425-105 B Rock Quarry Rd.
Raleigh, NC 27610
(919)-971-7897
www.stokes-surveying.com

SHEET 1 of 1

FINAL SUBDIVISION PLAT
Duroc Ridge

SCALE: 1" = 100'		
REVISION:		
DRAWN BY: MSS	COUNTY: WAYNE	STATE: NORTH CAROLINA
CHECKED BY: MSS	TOWNSHIP: GRANTHAM	DATE: 07-18-2024
FIELD BY: JG	ZONED: RA-20	PIN: 2546555603
CADD FILE: 24253		

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: July 22, 2024

Re: Subdivision Preliminary Plat Approval

Item: Yara Village, Preliminary
Owner/Developer: Perry Real Estate Group LLC
Engineer: Jones Consulting Engineers, PA
Stoney Creek Township, Stoney Creek Church Road (SR 1547)
Lots 1-33 (33 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 Yara Village preliminary consists of 33 residential building lots. The plat shows one road connection onto Stoney Creek Church Road with interconnection into Lakenheath Subdivision (Lancashire Dr). Yara Village will be built on 63.28 acres on Stoney Creek Church Road, 1.0 mile east of its intersection with NC Hwy 111 N. There are mapped flood zones at the back of the lot 22 but there is enough buildable land outside the flood hazard area for a residence. The property is located within the CA height overlay district.

The average lot size is 79,701 sf or 1.83 acres. There are 2,195 linear feet (0.42 miles) of street required to be installed per the NC Dept. Of Transportation subdivision street requirements. Building lots will utilize public water and onsite sewer. The subdivision must 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 – Charles B Aycock HS, Norwayne Middle, Tommys Road Elem
Water – Belfast-Patetown Sanitary District
Fire – Patetown Fire Department
EMS – Station 5
Transportation – MPO
Water Supply Watershed – No
Voluntary Agriculture District – No
Wetlands – Yes
Board of Commissioners District – 5

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

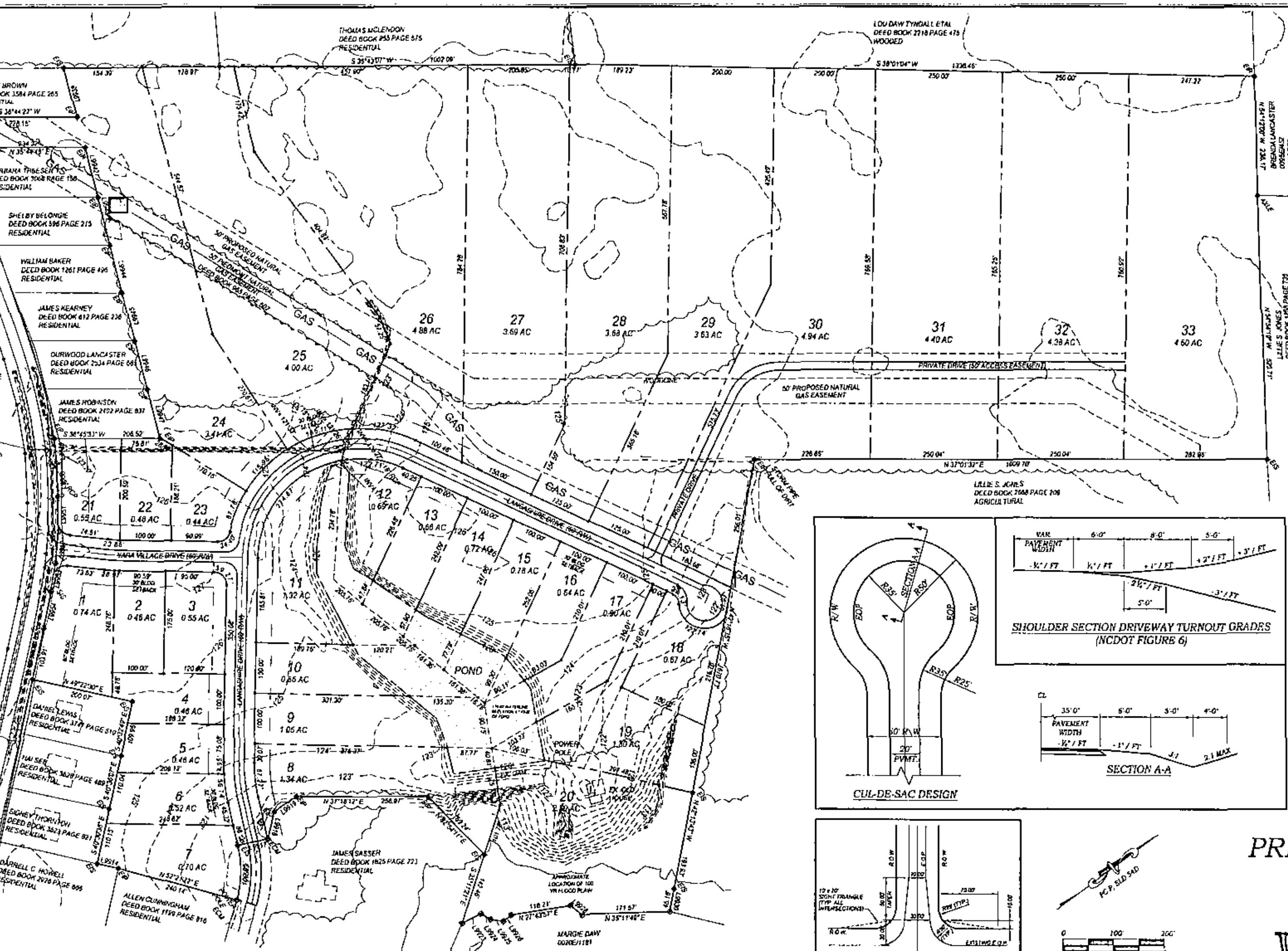
Attachment C Page 3

LINE TABLE

LINE	BEARING	DISTANCE
L9911	S 40°32'49" E	109.95'
L9912	S 40°36'07" E	110.04'
L9913	S 40°30'38" E	110.19'
L9914	N 46°14'47" E	42.58'
L9917	N 24°25'17" E	60.16'
L9918	N 39°23'19" W	54.44'
L9919	N 01°15'27" E	53.68'
L9923	N 10°19'56" E	41.14'
L9924	N 68°38'09" E	21.86'
L9925	N 45°31'35" E	25.50'
L9926	N 01°43'31" W	19.81'
L9927	N 27°43'57" E	118.21'
L9928	N 76°06'37" E	29.46'
L9930	N 42°13'43" W	46.16'
L5938	S 67°16'27" E	107.88'
L5940	S 61°40'00" E	60.58'
L5942	S 67°28'17" E	99.63'
L5943	S 67°04'52" E	97.26'
L5944	S 67°15'11" E	97.17'
L5945	S 67°11'14" E	97.17'
L5946	S 67°07'50" E	68.82'
L5947	S 67°21'05" E	100.93'
L5948	S 57°55'34" E	49.86'
L5950	S 55°26'02" E	64.42'
L5951	S 52°06'30" E	70.24'
L5952	S 47°24'22" E	60.66'
L5953	S 43°55'00" E	56.60'
L5954	S 42°10'12" E	73.54'
L5955	S 40°50'06" E	103.91'

LEGEND

EIP = EXISTING IRON PIPE
EIS = EXISTING IRON STAKE
SIS = SET IRON STAKE
CP = COMPUTED POINT
C/L = CENTERLINE
R/W = RIGHT OF WAY
WM = WATER METER
PP = POWER POLE
FH = FIRE HYDRANT
DB = DEED BOOK
PG = PAGE



I HEREBY CERTIFY THAT THE PRELIMINARY SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WAYNE COUNTY, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE BOARD OF COMMISSIONERS OF WAYNE COUNTY TO AUTHORIZE THE CONSTRUCTION OF THE REQUIRED IMPROVEMENTS AS NOTED

CHAIRMAN, WAYNE COUNTY BOARD OF COMMISSIONERS DATE

I (WE) HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF WAYNE COUNTY, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT AND ESTABLISH MY (OUR) INTENT TO INSTALL AND CONSTRUCT ALL IMPROVEMENTS IN THIS SUBDIVISION AS TO THE COUNTY'S MINIMUM DESIGN REQUIREMENTS, AS NOTED.

OWNER DATE

TYPICAL STREET SECTION

ROUND TOP OF SLOPE — 60.0' R.O.W. — 1.0' — 6.0' DITCH — 6.0' SHOULDER — 20.0' PAVEMENT — 2" SF9.5A OR SF9.5B — 8" ABC STONE BASE

NITROGEN EXPORT CALCULATIONS

TYPE OF LAND COVER	AREA (ACRES)	TN EXPORT COEFF (LBS/AC/YR)	TN EXPORT FROM USE (LBS/YR)
PERMANENTLY PROTECTED UNDISTURBED OPEN SPACE (FOREST, UNMOWN MEADOW)	0.00	0.6	0.00
PERMANENTLY PROTECTED MANAGED OPEN SPACE (GRASS, LANDSCAPING, ETC.)	0.00	1.2	0.00
RIGHT-OF-WAY (READ TN EXPORT FROM GRAPH 1)	2.90	5.0	14.49
LOTS (READ TN EXPORT FROM GRAPH 2)	60.38	1.0	60.38
TOTAL	63.28	—	74.87
TOTAL EXPORT = 1.18 LBS/AC/YR < 3.6 - NO REDUCTION REQUIRED			

PEAK FLOW CALCULATIONS

IMPERVIOUS AREA	AREA (ACRES)
STREET PAVING AREA	1.07
33 LOTS @ 6000 S.F. (HOUSE & DRIVE)	4.55
TOTAL ACREAGE	5.62
TOTAL PERCENT IMPERVIOUS	8.87%

SITE DATA:

- PERRY REAL ESTATE, LLC
  PO DRAWER E, GOLDSBORO, NC 27533 919-734-4074 X 112
- SURVEYOR: WILLIE MILLER JR., PLS
  PO BOX 1015, BEULAVILLE, NC 28518 910-298-4283
- SOIL SCI.: ASTON SOIL WORKS, INC. 2858 MADISON GROVE, GREENVILLE, NC
- TOTAL TRACT ACREAGE (DEED BOOK 3825, PAGE 399): 63.28 ± AC
- ZONING: NONE
- PROPOSED SUBDIVISION IS NOT WITHIN A RIGHT-OF-WAY CORRIDOR PROPOSED BY A TRANSPORTATION PLANNING ORGANIZATION
- NO VOLUNTARY AGRICULTURAL DISTRICT WITHIN A QUARTER MILE
- PROPOSED SUBDIVISION IS NOT LOCATED WITHIN THE AICUZ ZONE
- TOTAL NUMBER OF PROPOSED LOTS: 33 LOTS
- SMALLEST LOT AREA: 19,023 SF
- LARGEST LOT AREA: 215,016 SF
- AVERAGE LOT AREA: 79,701 SF
- LINEAR FEET IN STREETS (20' STREET WIDTH): 2,195 ± LF
- MINIMUM BUILDING SETBACKS:
  - FRONT: 30 FT
  - SIDE: 10 FT
  - SIDE (CORNER LOT): 25 FT
  - REAR: 25 FT
  - NCSR: 60 FT
- FLOOD HAZARD: ZONE X - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN - DFIRM MAP 3720351100K, JUNE 20, 2018
- WATER: ALL PROPOSED LOTS SHALL BE SERVICED BY THE BELFAST - PATETOWN SANITARY DISTRICT. WATER LINE SIZE AND FIRE HYDRANT LOCATIONS SHALL BE DESIGNED BY THE SANITARY DISTRICT ENGINEER.
- ELECTRIC, CABLE, PHONE: ALL PROPOSED UTILITIES SHALL BE DESIGNED AND INSTALLED BY THE RESPECTIVE UTILITY.
- ALL OPEN SPACE AREAS SHALL BE ACCESS, DRAINAGE & UTILITY EASEMENTS

PRELIMINARY PLAT FOR: YARA VILLAGE

STONEY CREEK TOWNSHIP, WAYNE COUNTY, N.C.

PRELIMINARY: FOR REVIEW ONLY

BRYAN K. JONES CONSULTING ENGINEERS, P.A.
Post Office Box 10882
Goldsboro, North Carolina 27532
919-221-5222 LIC.# C-3065

YARA VILLAGE SUBDIVISION
PRELIMINARY PLAT
NOT FOR RECORDATION, CONVEYANCES OR SALES
PERRY REAL ESTATE, LLC

BKJ	23063	1" = 100'	7/23/2024	1 of 1

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2024-26: A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE

WHEREAS, the County and City of Goldsboro have acquired a property interest a piece of property located 404 Magnolia Street, Goldsboro, North Carolina, having a parcel identification number of 3509161449 and being more particularly described in that deed recorded in Deed Book 2068, Page 232 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the Staff Attorney and County Manager recommend that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for this property; and

WHEREAS, NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of $4,735.00, submitted by Community Technical Assistance, Inc.; and

WHEREAS, Community Technical Assistance, Inc. has paid the required five percent (5%) deposit on its offer;

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

1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.

2. A notice of the proposed sale shall be published which shall describe the property, the amount of the offer, and the terms under which the offer may be upset.

3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.

4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first $1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The County will return the deposit of the final high bidder at closing.

7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to execute the instruments necessary to convey the property to Community Technical Assistance, Inc.

Passed and adopted this the 17th day of September, 2024.

Chris Gurley, Chairman
Wayne County Board of Commissioners

ATTEST:

Carol Bowden

Carol Bowden, Clerk to the Board

PUBLIC NOTICE
SALE OF COUNTY PROPERTY

An offer of $4,735.00 has been submitted for the purchase of certain property owned by the County of Wayne and the City of Goldsboro, located on 404 Magnolia Street, Goldsboro (Wayne County PIN: 3509161449) more particularly described as follows:

BEGINNING at a point on the Southern edge of Magnolia Street (formerly College Street), said point being 140 feet Eastwardly from the Eastern edge of the concrete sidewalk on the East side of Daisy Street, and runs thence Eastwardly with Magnolia Street 70 feet to a stake, corner of the Lloyd Waters lot; then Southwardly with the Lloyd Waters line and parallel with Daisy Street 155 feet to the alley; thence with said alley, Westwardly, 70 feet to a stake; thence Northwardly and parallel with Daisy Street 155 feet to the point of beginning.

Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer and the required deposit to the office of the Wayne County Staff Attorney, PO Box 227, Goldsboro, NC 27533 by 5:00 P.M. on October 1, 2024. At that time the Clerk to the Board shall open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer at least 10% of the first $1,000 and 5% of the remainder. A qualifying bid must raise the existing offer to an amount not less than $5,021.75.

A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. If no other bids are made the original offer to purchase of $4,300.00 will be accepted.

Further information may be obtained at the Wayne County Staff Attorney's Office, 224 E. Walnut Street, Goldsboro, NC or by telephone at (919) 705-1971 during normal business hours.

Andrew J. Neal
Wayne County Staff Attorney
PO Box 227
Goldsboro, NC 27533
(919) 705-1971

Run date: September 21, 2024

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

NORTH CAROLINA

PARCEL ID: 3509161449

WAYNE COUNTY

THIS QUITCLAIM DEED, made and entered into this ______ day of _________, 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, and the CITY OF GOLDSBORO, a North Carolina Municipal corporation in the County of Wayne, State of North Carolina, whose address is P.O. Drawer A, Goldsboro, NC 27533, hereinafter referred to as "Grantors"; and COMMUNITY TECHNICAL ASSISTANCE, INC. a non-profit organized under the laws of the State of North Carolina whose address, whose address is 5233 Tomahawk Trail, Raleigh, NC 27610, hereinafter referred to as "Grantee."

WITNESSETH:

That said Grantors, for and in consideration of the sum of Ten Dollars to it in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise, release and forever quitclaim unto the Grantee and Grantee's heirs and assigns all right, title, claim and interest of the said Grantors in and to a certain tract or parcel of land lying and being in Goldsboro Township, Wayne County, North Carolina, and more particularly described as follows:

BEGINNING at a point on the Southern edge of Magnolia Street (formerly College Street), said point being 140 feet Eastwardly from the Eastern edge of the concrete sidewalk on the East side of Daisy Street, and runs thence Eastwardly with Magnolia Street 70 feet to a stake, corner of the Lloyd Waters lot; then Southwardly with the Lloyd Waters line and parallel with Daisy Street 155 feet to the alley; thence with said alley, Westwardly, 70 feet to a stake; thence Northwardly and parallel with Daisy Street 155 feet to the point of beginning.

The above described parcel is subject to restrictions, easements and rights of way of record, if any.

The property described IS NOT the primary residence of the Grantors.

To have and hold the aforesaid tract or parcel of land and all privileges thereunto belonging to the said Grantee, their heirs or successors assigns free and discharged from all right, title claim or interest of the said Grantors or anyone claiming by, through or under them.

The plural number as used herein shall equally included in the singular. The masculine or feminine gender as used herein shall equally include the neuter.

In Testimony Whereof, said Grantors have hereunto set his hand and seal the day and year first above written.

CITY OF GOLDSBORO

BY: ___________________________ (SEAL)
Charles Gaylor, Mayor

ATTEST:

____
Laura Getz, Clerk

NORTH CAROLINA
COUNTY OF WAYNE

I, ___________________________, Notary Public of __________ County, do hereby certify that Laura Getz personally appeared before me this day and acknowledged that she is Clerk to the City Council of the CITY OF GOLDSBORO, a North Carolina Municipal corporation, and that by authority duly given and as the act of the City of Goldsboro, the foregoing instrument was signed in its name by its Mayor, Charles Gaylor, sealed with its seal and attested by herself as its Clerk.

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

____
NOTARY PUBLIC

My commission expires: ______________________

COUNTY OF WAYNE

BY: ______________________ (SEAL)
Chris Gurley
Chairman of the Wayne County
Board of Commissioners

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

NORTH CAROLINA
COUNTY OF WAYNE

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

Witness my hand and official seal, this the 17th day of September 2024.

Kayla Whitley
NOTARY PUBLIC

My commission expires: March 24, 2029

WAYNE COUNTY
STAFF ATTORNEY

WAYNECOUNTY
NORTH CAROLINA
Phone: (919) 705-1713
Fax (919) 988-6495

September 17, 2024

SENT VIA USPS

NC 13 Ventures, LLC
PO Box 10189
Wilmington, NC 28404

RE: Sale of 404 Magnolia Street, Goldsboro, NC

To whom it may concern,

I am writing to inform you of the proposed sale of 404 Magnolia Street, Goldsboro. The property is jointly owned by Wayne County and City of Goldsboro and has been declared surplus property. An offer to purchase the property has been made in the amount of $4,735.00. Under NCGS §160A-269, local governments may only sell surplus property following a 10-day period in which any person may upset the current offer. This letter is being sent to all adjoining property owners so they may have a chance to submit a bid if they so desire. Upset bids will be accepted from September 21, 2024 until October 1, 2024 at 5:00 PM. Instructions on submitting a bid can be found in the enclosed Public Notice.

If you are interested in submitting a bid or have additional questions, please contact my office at the number listed above.

Sincerely,

Andrew J. Neal
Wayne County Staff Attorney

Enclosure

WAYNE COUNTY
STAFF ATTORNEY

WAYNECOUNTY
NORTH CAROLINA
Phone: (919) 705-1713
Fax (919) 988-6495

September 17, 2024

SENT VIA USPS

Jo Anne Reavis Anderson
PO Box 275
Fremont, NC 27830

RE: Sale of 404 Magnolia Street, Goldsboro, NC

To whom it may concern,

I am writing to inform you of the proposed sale of 404 Magnolia Street, Goldsboro. The property is jointly owned by Wayne County and City of Goldsboro and has been declared surplus property. An offer to purchase the property has been made in the amount of $4,735.00. Under NCGS §160A-269, local governments may only sell surplus property following a 10-day period in which any person may upset the current offer. This letter is being sent to all adjoining property owners so they may have a chance to submit a bid if they so desire. Upset bids will be accepted from September 21, 2024 until October 1, 2024 at 5:00 PM. Instructions on submitting a bid can be found in the enclosed Public Notice.

If you are interested in submitting a bid or have additional questions, please contact my office at the number listed above.

Sincerely,

Andrew J. Neal
Wayne County Staff Attorney

Enclosure

TAFFORD DAVID E
)4 MAGNOLIA ST
1655 Attachment D Page 9

Return/Appeal Notes: **Parcel: 3509161449**
PLAT: / UNIQ ID 51087
ID NO: 12000032002009

COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100)
CARD NO. 1 of 1
eval Year: 2019 Tax Year: 2024 MAGNOLIA ST 1439-260
1.0000 LT SRC=
ppraised by 60 on 01802 BEECH ST AREA
TW-12 CI-01 FR-00 EX- AT- LAST ACTION 20170729

CONSTRUCTION DETAIL	MARKET VALUE								DEPRECIATION
OTAL POINT VALUE		Eff.		BASE					
UILDING ADJUSTMENTS	USE	MOD	Area	QUAL	RATE	RCN	EYB	AYB	
OTAL ADJUSTMENT	01	00							% GOOD
ACTOR									
OTAL QUALITY INDEX									

TYPE: SINGLE FAMILY RESIDENTIAL

STYLE:

CORRELATION OF VALUE

CREDENCE TO

DEPR. BUILDING VALUE - CARD	0
DEPR. OB/XF VALUE - CARD	0
MARKET LAND VALUE - CARD	9,470
TOTAL MARKET VALUE - CARD	9,470
TOTAL APPRAISED VALUE - CARD	9,470
TOTAL APPRAISED VALUE - PARCEL	9,470
TOTAL PRESENT USE VALUE - PARCEL	0
TOTAL VALUE DEFERRED - PARCEL	0
TOTAL TAXABLE VALUE - PARCEL $	9,470

PRIOR

BUILDING VALUE	0
OBXF VALUE	0
LAND VALUE	9,470
PRESENT USE VALUE	0
DEFERRED VALUE	0
TOTAL VALUE	9,470

PERMIT

CODE	DATE	NOTE	NUMBER	AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF. RECORD BOOK	PAGE	DATE MO	YR	DEED TYPE	Q/U	V/I	INDICATE SALES PRICE
02068	0232	8	1994	WD	U	I	0
01439	0261	8	1994	WD	U	I	15000
00647	0310	1	1965	WD	U	I	0

HEATED AREA

NOTES

FIELD CHK 8/27/15 MAJOR ROOF WORK NEEDED. p 4-17 d emo for 2018.

SUBAREA TYPE	GS AREA	%	RPL CS
REPLACE			
JBAREA)TALS			

CODE	QUALITY	DESCRIPTION	COUNT	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE
TOTAL OB/XF VALUE																0

JILDING DIMENSIONS

AND INFORMATION

IGHEST ND BEST JE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES RF AC LC TO OT	ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES
00	0100	GB	75	155	1.0100	2	1.0000			125.00	75.000	FF	1.010	126.25	9469	0	
)TAL MARKET LAND DATA																9,470	
)TAL PRESENT USE DATA																	


Attachment D Page 10
GOLDSBORO
Daisy St
Magnolia St
N Kornegay St
70
404
(147)
148.91
71.5

NORTH CAROLINA

WAYNE COUNTY

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

WHEREAS, N.C.G.S.18B-700 provides that compensation for board members shall not exceed one hundred and fifty dollars ($150.00) per board meeting unless a different level of monetary compensation is approved by the appointing authority; and

WHEREAS, the members of the Wayne County ABC Board each receive $150.00 per month; and

WHEREAS, the duties of the board members require most board members to expend $150.00 on fuel for their vehicles each month in connection of Board duties; and

WHEREAS, Wayne County ABC Board believes that it would be better for the board members to receive $300.00 per month; and

WHEREAS, money for the board members' compensation comes from the ABC Board funds, not from County funds; and

WHEREAS, the Wayne County ABC Board provides substantial funds to Wayne County twice a year; and

NOW, THEREFORE, BE IT Resolved by the Wayne County Board of Commissioners to authorize the payment of $300.00 per month to the members of the Wayne County ABC Board.

This, the 17th day of September, 2024.

Chris Gurley
Chairman

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

Attest:

Carol Bowden

Carol Bowden,
Clerk to the Wayne County Board of Commissioners

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2024-25: A RESOLUTION ACCEPTING A COMMUNITY PROJECT FUNDING GRANT FROM THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO CONSTRUCT AN EMERGENCY MEDICAL SERVICES STATION ON SEYMOUR JOHNSTON AIR FORCE BASE

WHEREAS, Wayne County currently provides Emergency Medical Services to the citizens of Wayne County and Seymour Johnston Air Force Base at its twelve EMS Stations; and

WHEREAS, Wayne County EMS averages 22,100 annual calls within the County, 11,402 annual calls within the City of Goldsboro, and 259 annual calls on Seymour Johnston Air Force Base; and

WHEREAS, Seymour Johnson Air Force Base is home of the 4th Fighter Wing and the 916th Air Refueling Wing; and

WHEREAS, Wayne County EMS constantly strives to improve response times to the servicemembers of Seymour Johnson Air Force Base and the citizens of the City of Goldsboro; and

WHEREAS, the County and SJAFB are currently finalizing terms for the County to lease up to one acre of land on SJAFB in order to construct an EMS station on base; and

WHEREAS, the SJAFB EMS Station would increase response times for SJAFB as well as the citizens throughout the City of Goldsboro; and

WHEREAS, the County has applied for and been awarded a Community Project Funding Grant ("CPF Grant") from the Department of Housing and Urban Development in the amount of $2,011,000.00 to fund the construction of an EMS Station on SJAFB; and

WHEREAS, the Board of Commissioners is required to take formal action through the passage of this Resolution to formally accept the CPF Grant;

WHEREAS, both the Wayne County Board of Commissioners and Seymour Johnson Air Force Base acknowledge the leadership and tireless work of Senator Thom Tillis and his office in working to obtain funds for the SJAFB EMS Station project.

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

1. That the County Manager, County Attorney, Finance Office, and EMS Director are designated and directed to take all actions deemed reasonably necessary on behalf of the Board of Commissioners to execute the CPF grant agreement as well as receive and

administer the CPF grant in accordance with all applicable federal and state laws, regulations, and guidance; and

2. That the previously submitted application for eligible CPF grants submitted by the County Manager on behalf of Wayne County is hereby ratified and approved; and

3. That all CPF grants for which Wayne County is eligible that will be distributed by the US Department of Housing and Urban Development and received by Wayne County are hereby accepted subject to all applicable federal and state laws, regulations, and guidance.

Adopted this 17th day of September, 2024.

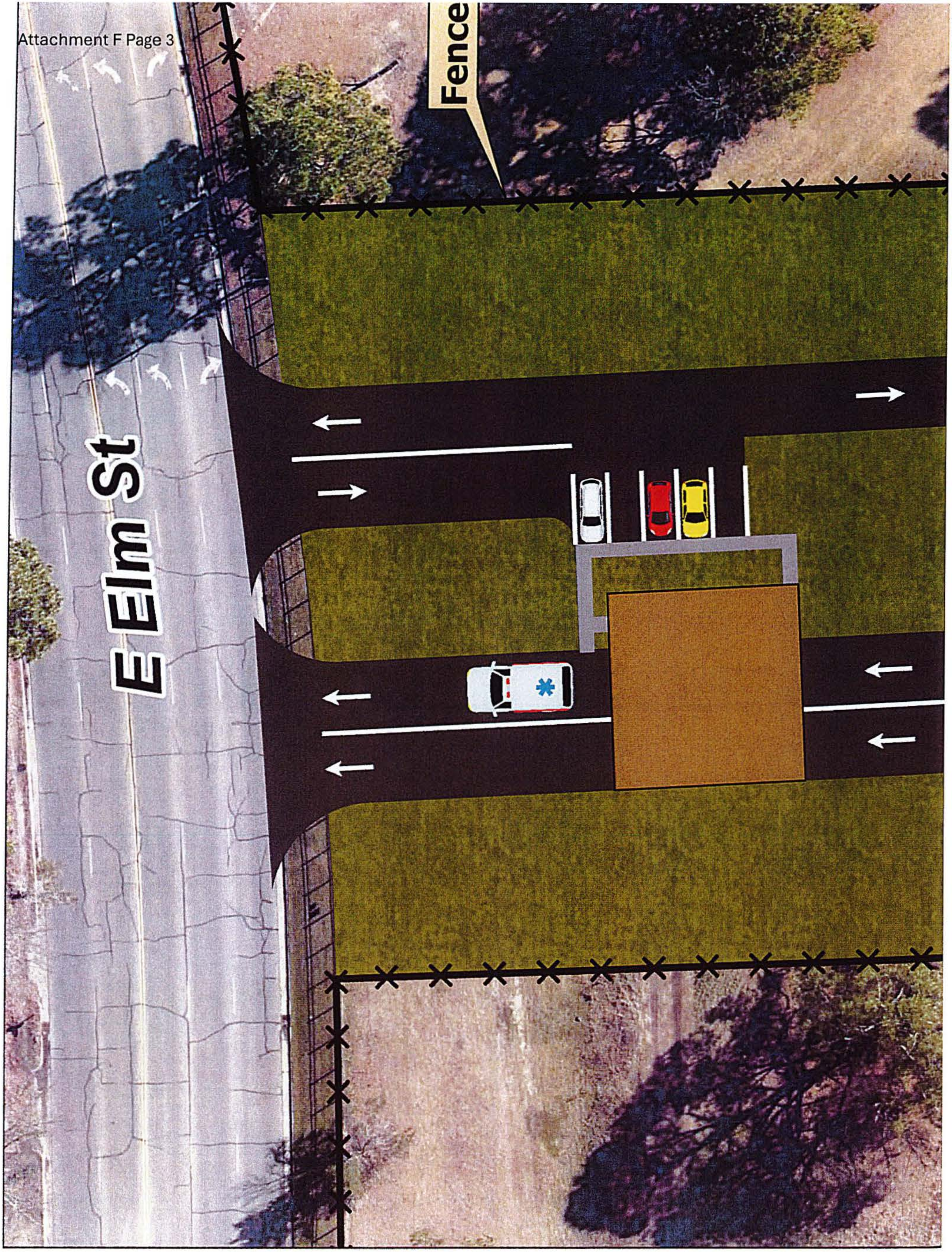
Chris Gurley, Chairman
Wayne County Board of Commissioners

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

Attest:

Carol Bowden

Carol Bowden, Clerk to the Board


E Elm St
Fence

TASK ORDER NO. 8 to

MASTER SERVICES AGREEMENT

BETWEEN

OWNER AND ENGINEER

This Task Order, dated Sept. 17, 2024, is attached to and made part of the Master Services Agreement dated, March 15, 2022, between Wayne County and CDM Smith Inc.

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as: Environmental Assessment for EMS Facility No. 12 (the "Project").

Wayne County (COUNTY or OWNER) retained CDM Smith (ENGINEER) to assist with engineering services under a Master Services Agreement. This task order addresses assistance with preparation of an Environmental Assessment document in support of US Housing and Urban Development (HUD) funding for a proposed Emergency Medical Services (EMS) site on federal land in Wayne County.

Scope of Work

ENGINEER will coordinate with HUD's Environmental Coordinator to review the project. Up to three virtual meetings are included in this scope of services. If recommended by HUD, ENGINEER will develop a Scoping Letter to solicit comments from agencies on the project.

ENGINEER will prepare a draft Environmental Assessment (EA) document in compliance with HUD EA requirements outlined in the Code of Federal Regulations (CFR) Title 24, Subtitle A, Park 58. ENGINEER will utilize HUD's worksheet titled "EA Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58" to complete the EA and will address categories listed in the worksheet. ENGINEER will submit up to three agency review request letters as directed by HUD to obtain comments on the project. ENGINEER will submit draft EA to OWNER for review and will address comments prior to submission to HUD for review.

Upon receipt of HUD comments on the draft EA, ENGINEER will revise the EA and submit the Final EA to HUD. It is assumed that HUD will distribute the EA for review by agencies and review organizations. Upon receipt of agency review comments, ENGINEER will address comments and submit response to the comments and a revised EA to HUD.

ENGINEER will conduct up to three virtual meetings with OWNER to review project, questions, and work products.

Assumptions

The scope was developed based on the following assumptions:

- OWNER plans to construct a 2-ambulance-vehicle EMS site on 1 acre of land on a federally owned site. OWNER will obtain permission for use of land including easements and lease agreements.
- No wetland or stream field delineations or surveys are included in this scope of services.
- Field surveys such as archaeological surveys, endangered species site surveys, and noise studies are assumed to not be required and are not included in this scope of services.
- Permits and permit fees are not included in this scope of services.

The responsibilities of OWNER in addition to those in the Agreement are as follows:

- Furnish to ENGINEER for performance of Services as required by the Contract Documents, all requested data.
- OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying OWNER Provided Information for accuracy or completeness. OWNER may request an independent review OWNER OWASA Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate OWNER Provided Information.
- Provide access to and make all provisions for ENGINEER to access OWNER's systems as required for ENGINEER to perform services under this Agreement.
- Review all documents and submittals provided by ENGINEER in their entirety and provide feedback within three (3) weeks from receipt of information.

Time Period of Performance

For the Basic Services set forth in this scope of services, ENGINEER will provide a draft EA for OWNER review within 2 months of notice to proceed. ENGINEER will revise document and respond to HUD review comments. This period is anticipated to require 2 months. The schedule assumes that OWNER will provide data within three (3) weeks of request and that OWNER will provide comments on draft documents within three (3) weeks of submittal.

CDM Smith

Method of Payment

The Basic Services described herein will be performed for a fixed fee of $52,400. Invoices will be submitted on a monthly basis based on estimated project percent complete for fixed fee tasks. Payment shall be made within 30 days of receipt.

Method of Determining Fee for Additional Services:

Any additional work authorized will be completed for an agreed upon fee and time frame.

Terms and Conditions:

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced.

Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

CDM Smith

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER:

BY: Chip Crumpler
TITLE: County Manager

ADDRESS FOR GIVING NOTICES:

Wayne County
224 E. Walnut Street
Goldsboro, NC 27530

ENGINEER:

BY: Reed Barton
TITLE: Vice President

ADDRESS FOR GIVING NOTICES:

CDM Smith
5400 Glenwood Ave., Suite 400,
Raleigh, NC 27612

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

Name: Angela G Boswell

Title: Finance Director

Consulting Agreement

This Contract is made on ______________________

BETWEEN Crossroads Strategies, LLC, whose address is 800 North Capitol St, NW #800, Washington, DC 20002, and Seymour Support Council, Inc., d/b/a/ Friends of Seymour Johnson whose address is 117 Ormond Avenue Goldsboro, NC 27533 referred to as the "Contractor(s),"

AND the **City of Goldsboro** a political subdivision of the State of North Carolina and Property City, whose address is PO Box A, Goldsboro, NC 27533 (hereinafter referred to as "CITY") and the County of Wayne, a political subdivision of the State of North Carolina and Property County, whose address is 224 E Walnut Street Goldsboro, NC 27533 (hereinafter referred to as "COUNTY").

1. It is agreed and understood that the advertisement for bids, information for bidders, accepted proposal, general conditions, detailed specifications, bid request, addenda and drawings are a part and parcel of this Contract, to the same extent as if incorporated herein in full.

2. **AGREEMENT:** The contractor agrees to provide/perform certain goods, services, construction, alterations, or repairs (referred to as the "***Work***") in accordance with this Contract and ***Schedule A***. All ***Work*** will be performed in a good, sound, and workmanlike manner. The terms and provisions of this Contract along with any attachments, schedules or exhibits hereto govern the relationship, duties and responsibilities of the parties. The provisions of this contract shall supersede and override any and all terms contained in any attachment, schedule or exhibit which are inconsistent in any way therewith.

3. **TERM OF CONTRACT:** Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall be for the period established in "Schedule A".

4. **PAYMENT TO CONTRACTOR:** CONTRACTOR shall receive from CITY AND COUNTY rates specified in ***"Schedule A"***, for services performed to the satisfaction of the CITY AND COUNTY. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to CITY AND COUNTY for Services performed. A Purchase Order number may be assigned to encumber the funds associated with this Contract and will appear on all invoices and correspondence mailed to CITY AND COUNTY. Payment will be processed promptly upon receipt and approval of the invoice by CITY AND COUNTY. No charges in addition to the agreed fee amounts stated in "Schedule A" shall be paid by the CITY and COUNTY without pre-authorization by authorized personnel and proper approval, via a change order request.

5. **INDEPENDENT CONTRACTOR:** CITY AND COUNTY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of CITY AND COUNTY for any purpose in the performance of CONTRACTOR's duties under this Contract. Accordingly, CONTRACTOR shall be responsible for payment of all federal, state, and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

   CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

6. **COMPLIANCE WITH LAWS:** CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

7. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL:** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law for the duration of this contract.

8. **NON-DISCRIMINATION:** CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated fairly and legally during employment. In the event CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state, or local law or this provision, this Contract may be canceled, terminated or suspended in whole or in part by CITY AND COUNTY, and CONTRACTOR may be declared ineligible for further CITY AND COUNTY contracts.

9. **NON-APPROPRIATION CLAUSE:** CONTRACTOR acknowledges that the CLIENT is a governmental entity and the validity of this Agreement, and any renewals or extensions thereof, is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the CLIENT's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the CLIENT 30 days after written notice to VENDOR of the non-appropriation of public funds.

10. **CHANGES:** This Contract can only be changed by an agreement in writing signed by both the CITY and COUNTY and the Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the CITY and COUNTY and the Contractor specifically agree in writing

11. **DISPUTE RESOLUTION:** Contractor and CITY and COUNTY shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for resolution of any dispute shall be in Wayne County, North Carolina

12. **TERMINATION:** The CITY AND COUNTY reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The CITY AND COUNTY also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the CITY AND COUNTY believes, in its sole discretion that it is in the best interest of the CITY AND COUNTY to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the CITY AND COUNTY as of the termination date if the contract is terminated for convenience of the CITY AND COUNTY. Any award under this procurement process is not exclusive and the CITY AND COUNTY reserves the right to purchase goods and services from other vendors when it is in the best interest of the CITY AND COUNTY.

13. **INDEMNITY:** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless the CITY AND COUNTY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

14. **OWNERSHIP OF MATERIALS:** The Contractor will continue to own all materials delivered and work performed until paid for by the CITY and COUNTY. The Contractor will have access to these materials and work at all reasonable times.

15. **CARE OF PROPERTY:** The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish, and surplus materials. The Contractor will leave the Property

"broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.

16. **PERMITS & BUSINESS REGISTRATION:** The Contractor shall obtain any/all required building permits or approvals as required by law and complete a Business Registration Application with the CITY and COUNTY Inspections Department. The CITY and COUNTY will pay for these permits or approvals and cooperate in obtaining them.

17. **CONTRACTOR'S CONTINUING LIABILITY:** The Contractor will be liable for defective, faulty, or improper materials or workmanship. Upon written notice, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.

18. **NOTICES:** All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.

19. **FEDERAL TAXES:** The CITY and COUNTY are exempt from and will not pay Federal Excise or Transportation taxes.

20. **NORTH CAROLINA SALES TAX:** The CITY and COUNTY are Not exempt from and will pay North Carolina Sales and Use Taxes.

21. **GOOD STANDING WITH CITY AND COUNTY:** CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to the CITY AND COUNTY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to CITY AND COUNTY during the Term of this Contract.

22. **SUSPENSION AND DEBARMENT:**

    22.1. The contractor certifies to the best of his or her knowledge and belief, that the applicant and its principals:

    22.1.1. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal, State or Local Department or agency.

    22.1.2. have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

    22.1.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

    22.2. The applicant agrees that it will include this certification, without modification, in all lower tier covered transactions (i.e., transactions with sub- grantees and/or contractors) and in all solicitations for lower tier covered transactions.

23. **GOVERNING LAW:** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Wayne and the State of North Carolina.

24. **E-VERIFY:** As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the CITY and COUNTY utilizing a subcontractor,

CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the CITY and COUNTY.

25. **IRAN DIVESTMENT ACT:** Contractor certifies that, as of the date of this document, it is not on the Final Divestment List as created by the State Treasurer pursuant to NC General Statutes, Article 6E Iran Divestment Act and is in compliance with the requirements of the act. The contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. Contracts valued at less than $1,000.00 are exempt from this restriction.

26. **DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:** The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to NC General Statutes, Article 6G Divestment From Companies Boycotting Israel. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than S1,000.00 are exempt from this restriction

27. **PARTIES:** Both the CITY and COUNTY and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are alsobound.

28. **NOTICE TO CITY AND COUNTY:** Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete.

Schedule A:

CRS
CROSSROADS STRATEGIES

July 1, 2024

Henry Smith, Esq.
Friends of Seymour Johnson
c/o Warren, Kerr, Walston, Taylor & Smith, LLC
117 Ormond Avenue
Goldsboro, NC 27533

Dear Henry:

This Consulting Agreement (the "Agreement") is entered as of July 1, 2024, between Crossroads Strategies, LLC (hereinafter "Consultant" or "CRS"), and Seymour Support Council, Inc., d/b/a/ Friends of Seymour Johnson, the City of Goldsboro and the County of Wayne (hereinafter "Clients") and relates to certain consulting services to be rendered by Consultant to Clients with respect to the services below:

Description of Services

Consultant will advise Clients on legislative issues impacting the entity, work with appropriate congressional committees, leadership, and individual members to facilitate Clients' agenda. Consultant will also work with agencies within the Administration on behalf of Clients.

Deliverables of the Agreement

- Consultant will engage to complete all legislative initiatives currently in process from the FY25 authorization and appropriations cycle.
- Consultant will conduct all direct congressional advocacy required to support Friends of Seymour activities related to preservation of current USAF flying squadrons.
- Consultant will coordinate with all parties to the Agreement, as well as relevant congressional interests, to align legislative objectives related to Seymour Johnson Air Force Base for the FY26 authorization and appropriations cycle.
- Consultant will formally prepare, coordinate, and submit all required written issue papers to the congressional defense committees in support of the Friends of Seymour objectives for the FY26 legislative cycle.
- Consultant will provide routine reports and feedback to parties to the Agreement, based on articulated and agreed upon requirements from Clients.

Terms of the Agreement

The term of this Agreement shall commence on July 1, 2024, and remain in effect through June 30, 2025. In consideration of these services, Clients will pay Consultant a monthly retainer of $15,000.00 to be paid within 45 days following delivery of invoice. Invoices will be sent approximately quarterly at the beginning of each quarter to the City of Goldsboro and the County of Wayne in the amount of $22,500.00 due from each entity covering time periods as follows: 7/1/24 – 9/30/24, 10/1/24-12/31/24, 1/1/25-3/30/25, and 4/1/25-6/30/25. Clients will reimburse Consultant for all reasonable expenses associated with the above services, the expenditure of which shall be pre-approved.

Contact and Communication

Henry Smith and Ken Gerrard, representing Friends of Seymour, will be the primary points of contact for the Clients. A regular bi-weekly call will be scheduled that includes the Consultant, the primary points of contact for the Clients, and additional representatives of the Client entities as requested.

This agreement may be terminated by either party with 30 days written notice.

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

CROSSROADS STRATEGIES, LLC	**FRIENDS OF SEYMOUR JOHNSON AFB**
By: ____________________	By: ____________________
Name: Mathew Lapinski Title: CEO	Name: Henry Smith, Esq. Title:
Date: ____________________	Date: ____________________
COUNTY OF WAYNE	**CITY OF GOLDSBORO**
By: ____________________	By: ____________________
Name: Chris Gurley Title: Chairman	Name: Charles Gaylor, IV Title: Mayor
Date: ____________________	Date: ____________________

Attested by:

____

Carol Bowden, Clerk to the
Board of Commissioners

Attested by:

____

Laura Getz, City Clerk

Pre-audited by:

County of Wayne

City of Goldsboro

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

By: ________________________
Angie Boswell, Finance Director

By: ________________________
Catherine F. Gwynn, Finance Director

Attachment I

NORTH CAROLINA

WAYNE COUNTY

WHEREAS, the Rules of Procedure for the Wayne County Board of Commissioners which was adopted on February 1, 2022 provide that in paragraph (5) k Consent Agenda (items may be removed for discussion and separate action at the request of a member of the Board of Commissioners.); and

WHEREAS, it is the opinion of the Wayne County Commissioners that the following term be removed: "(items may be removed for discussion and separate action at the request of a member of the Board of Commissioners.)"; and

NOW, THEREFORE, BE IT Ordered that paragraph (5) k of the Rules of Procedure for the Wayne County Board of Commissioners be amended to omit "(items may be removed for discussion and separate action at the request of a member of the Board of Commissioners.)"

This, the 17th day of September, 2024.

Chris Gurley
Chairman

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

Attest:

Carol Bowden

Carol Bowden,
Clerk to the Wayne County Board of Commissioners

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 17th day of September, 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 School 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 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 balance of 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.

- Any additional grant funding received following execution of this Agreement shall be applied towards the County's $10,000,000 funding commitment and shall not be used to increase the agreed upon scope of work of the project unless otherwise agreed by both parties.

2. If the project cost exceeds the estimated all-inclusive cost described herein, the parties will work together to either revise the scope of work to reduce costs or identify additional funds within the BOE budget to cover any overage.

3. Throughout the project, the BOE shall provide an update 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.

4. The BOE will transfer Rosewood Middle School to the County so that the parties can realize sales tax savings through the course of the project.

5. The County will transfer all Rosewood Middle School property back to the BOE once all debt relating to the project is retired.

6. 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

SEAL OF WAYNE COUNTY
FIAT JUSTITIA
NORTH CAROLINA

ATTEST:

Carol Bowden

Carol Bowden
Clerk to the Board

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

Ann M. Kelley-Moore for Angie Boswell 9/17/2024

Angie Boswell, County Finance Officer Date

WAYNE COUNTY BOARD OF
EDUCATION

By: ______________________________
Craig Foucht, Chairman
Wayne County Board of Education

ATTEST:

____
Dr. Marc Whichard
Superintendent

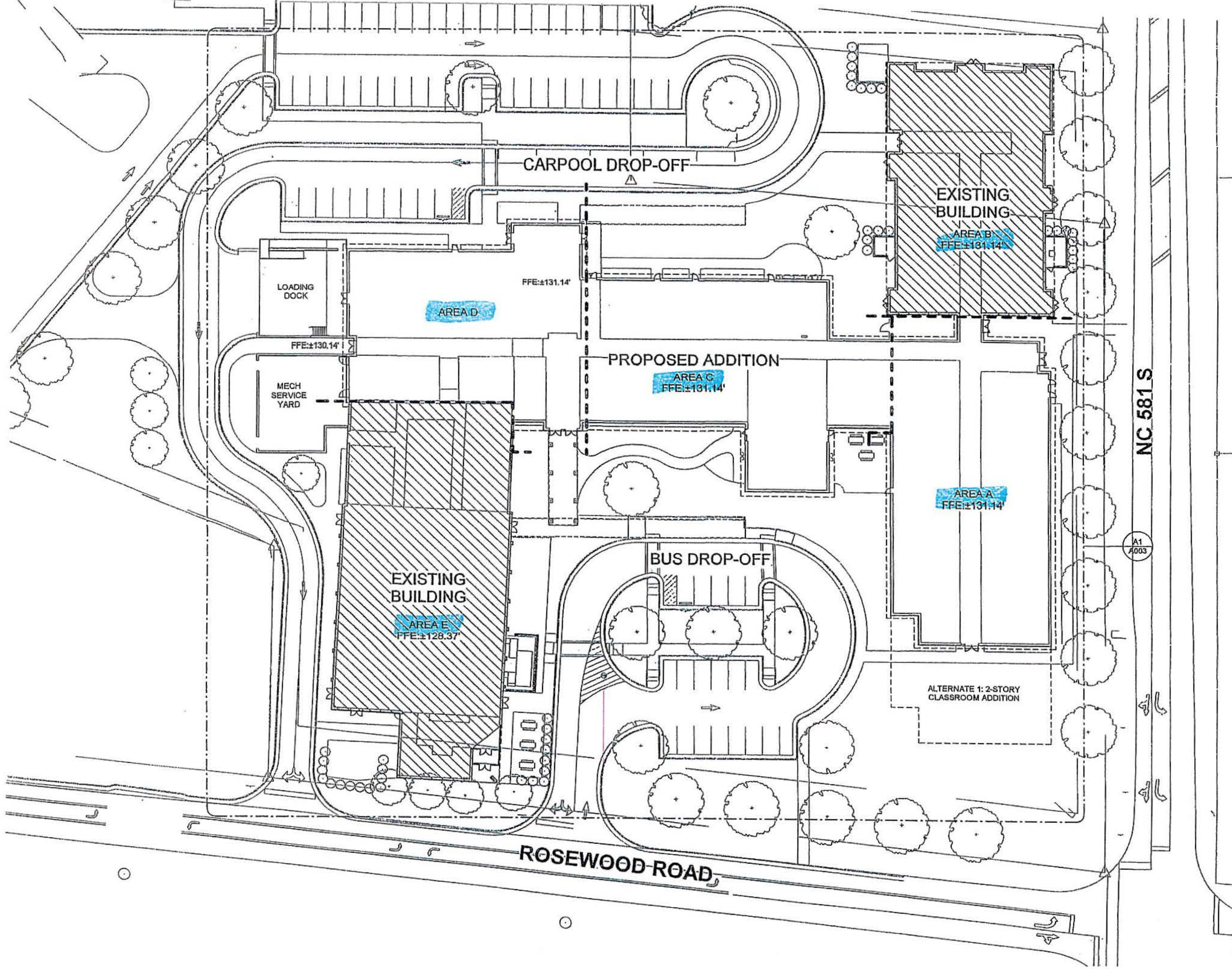
This instrument has been preaudited in a manner required by the School Budget and Fiscal Control Act.

____
Leslie Rouse, Board of Education Finance Officer Date

Rosewood Middle School Estimated Project Cost
September 13, 2024

$ 28,167,774.00	Base Bid
$ 3,242,680.15	Alternate 1 - Area A Addition, Classrooms for growth
$ 400,000.00	Alternate 2 - Area B, Acoustical Ceilings, Fire Sprinkler System, Electrical
$ 18,000.00	Estimated additional overhead & fee, Alternate 2
$ 2,000,000.00	Estimated FF&E
$ 200,000.00	Generator
$ 2,500,000.00	Davis Kane Architectural Contract ($2.33M plus estimated addt'l chg order amt to add alternates)
$ 35,600.00	Terracon
$ 225,000.00	Daniels & Daniels (Preconstruction) CMAR
$ 46,000.00	Feasibility Study by Davis Kane
$ 13,591.00	Duke - Temporary Electrical
$ 55,277.00	Covered Walkway
$ 300,000.00	Mobile Units
$ 110,000.00	Estimated Debt Cost (based on Fremont $90K)
$ 37,313,922.15	Total Cost
$ 25,325,000.00	State Directed Grant of $20 million plus SCIF of $5.325 million
$ (11,988,922.15)	Additional Funds Needed

Attachment J Page 5



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$ 35,600.00	Terracon
$ 225,000.00	Daniels & Daniels (Preconstruction) CMAR
$ 46,000.00	Feasibility Study by Davis Kane
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$ 55,277.00	Covered Walkway
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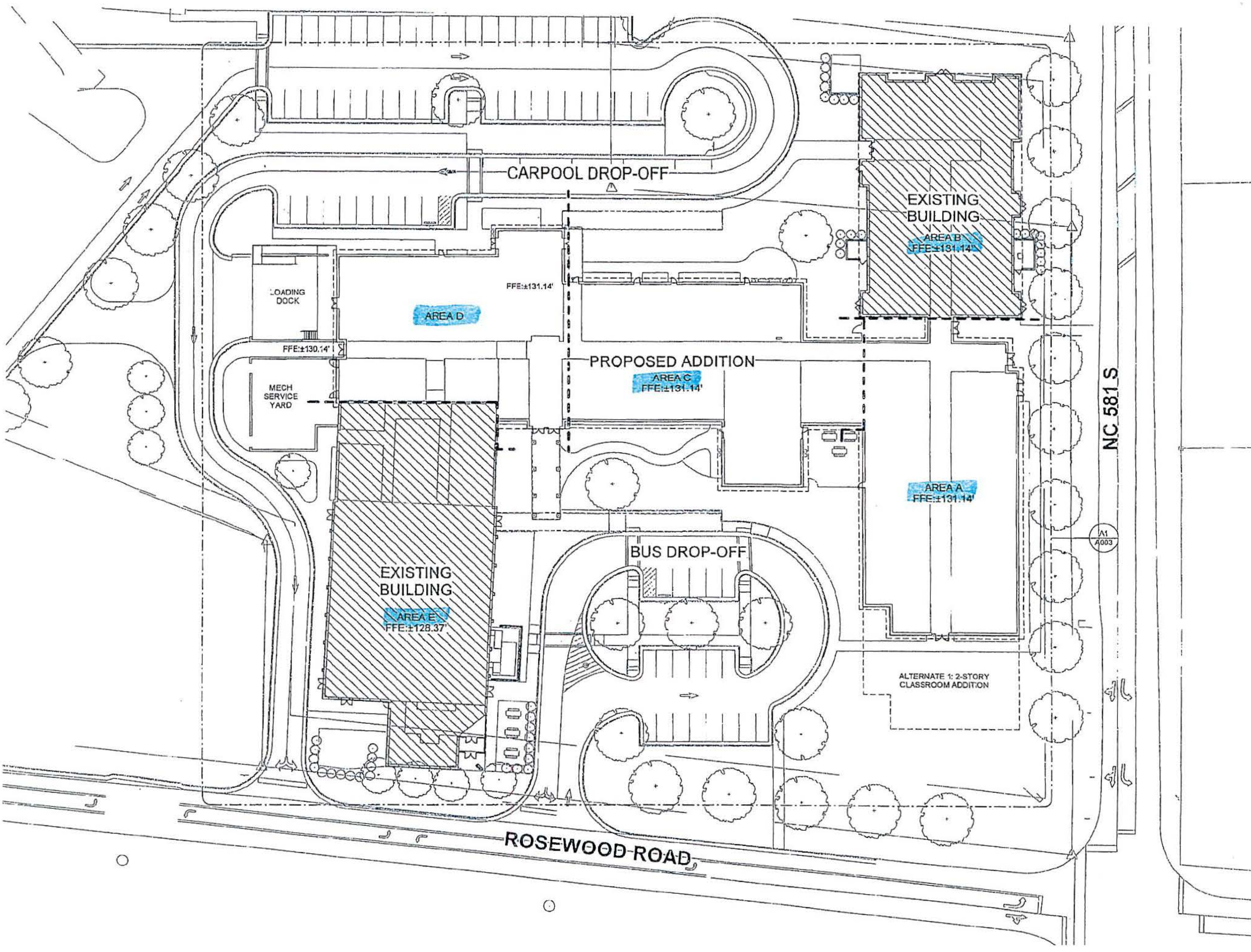
$ 37,313,922.15	Total Cost
$ 25,325,000.00	State Directed Grant of $20 million plus SCIF of $5.325 million
$ (11,988,922.15)	Additional Funds Needed

Items not included above

?	Additional Daniels & Daniels site work cost to add Alternate 1
?	Escalation Costs


CARPOOL DROP-OFF
EXISTING BUILDING
AREA B
FFE:±131.14'
LOADING DOCK
FFE:±131.14'
AREA D
FFE:±130.14'
PROPOSED ADDITION
AREA C
FFE:±131.14'
MECH SERVICE YARD
AREA A
FFE:±131.14'
A1
A003
NC 581 S
BUS DROP-OFF
EXISTING BUILDING
AREA E
FFE:±128.37'
ALTERNATE 1: 2-STORY CLASSROOM ADDITION
ROSEWOOD ROAD

Project Summary Sheet

Job: Rosewood Middle School - Early Procurement

Estimator:

Division	Classification	Presented GMP
01-000	Gen Condition- Admin Requirements	$159,300.00
01-760	CM Miscellaneous Hazardous Material Allowance	$30,000.00
01-760	CM Temporary Paving Allowance	$50,000.00
	Q1 - Mass Rock Removal and Disposal Offsite	$2,000.00
	Q2 - Trench Rock Rmeoval and Disposal Offsite	$2,000.00
	Q3 - Unsuitable Soils (Removal and Disposal On-site)	$1,400.00
	Q4 - Unsuitable Soils (Removal and Disposal Off-site)	$150,000.00
	Q5 - Replacement of removed rock or unsuitable soil with on-site suitable s	$1,400.00
	Q6 - Replacement of removed rock or unsuitable soil with off-site suitable s	$160,000.00
	Q7 - Replacement of removed rock or unsuitable soils with Aggregate base	$42,500.00
	Q8 - Replacement of removed rock or unsuitable soils with No.57 washed s	$52,500.00
02-071	02A - Existing Conditions (Demo/Abatement/Building Pad)	$810,000.00
15-050	23A - Mechanical Early Procurement	$574,470.00
16-001	26A - Electrical Early Procurement	$396,000.00
02-001	Temporary Site Fence	$15,000.00
	Total	$2,499,070.00

1505	Sub Bonding	1.35%	$33,737.45
1510	Builder's Risk	0.72%	$18,236.21
01-801	Insurance General/Professional	1.20%	$30,612.52
01-803	Bond	1.00%	$25,816.56
1525	Total Cost		$2,607,472.74
01-760	Contingency	3.00%	$78,224.18
	Fee	4.50%	$120,856.36
1535	Total Cost to Construct		$2,806,554.00
	Bid Amount		$ -

	Unit Prices/Allowances:	Quantity
1	Q1 - Mass Rock Removal and Disposal Offsite	10
2	Q2 - Trench Rock Rmeoval and Disposal Offsite	10
3	Q3 - Unsuitable Soils (Removal and Disposal On-site)	200
4	Q4 - Unsuitable Soils (Removal and Disposal Off-site)	10000
5	Q5 - Replacement of removed rock or unsuitable soil with on-site suitable soil in-place	200
6	Q6 - Replacement of removed rock or unsuitable soil with off-site suitable soil in-place	8000
7	Q7 - Replacement of removed rock or unsuitable soils with Aggregate base Course in-p	500
8	Q8 - Replacement of removed rock or unsuitable soils with No.57 washed stone in-plac	500

Journal Proof Report

Journal Number: 375 Year: 2025 Period: 3 Description: DRC Reference 1: 88 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	4908100-599110	Contingency-Capital Outlay				$27776.00
BUA	1104312-554000	Capital Outlay-Vehicles			$27776.00	
BUA	4908100-598000	Transfers to Other Funds			$27776.00	
BUA	1100000-398400	Transfers from Other Funds-CPF				$27776.00
			Journal 2025/3/375	Total	$55552.00	$55552.00

Journal Proof Report

Journal Number: 377 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-526000	Office Supplies				$200.00
BUA	1315110-539200	Laundry & Dry Cleaning			$200.00	
			Journal 2025/3/377	Total	$200.00	$200.00

Journal Proof Report

Journal Number: 378 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-518210	401K Retirement Contribution				$575.00
BUA	1315151-518210	401K Retirement Contribution			$575.00	
			Journal 2025/3/378	Total	$575.00	$575.00

Journal Proof Report

Journal Number: 380 Year: 2025 Period: 3 Description: AC Reference 1: 46 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104380-519300	Professional Services-Medical			$440.30	
BUA	1104380-343810	Impounding Fees				$440.30
			Journal 2025/3/380	Total	$440.30	$440.30

Journal Proof Report

Journal Number: 383 Year: 2025 Period: 3 Description: SOA Reference 1: 54 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165603-512400	Regular Part Time Pay				$900.00
BUA	1165603-518000	Social Security-FICA				$56.00
BUA	1165603-518100	Social Security-Medicare				$13.00
BUA	1165603-518200	Retirement Contribution				$123.00
BUA	1165603-518600	Workers Compensation				$100.00
BUA	1165603-523100	Program Supplies				$82.00
BUA	1165603-539500	Training				$82.00
BUA	1165603-335000	Grant Revenues			$1233.00	
BUA	1165600-399100	Fund Balance Appropriated			$123.00	
			Journal 2025/3/383	Total	$1356.00	$1356.00

Journal Proof Report

Journal Number: 384 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-554000-SzPrp	Capital Outlay-Vehicles			$26236.29	
BUA	1104310-535300	Repairs & Maint-Vehicles				$26236.29
			Journal 2025/3/384	Total	$26236.29	$26236.29

Journal Proof Report

Journal Number: 385 Year: 2025 Period: 3 Description: HD Reference 1: 60 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315112-534100	Printing			$1841.56	
BUA	1315110-399100	Fund Balance Appropriated				$1841.56
			Journal 2025/3/385	Total	$1841.56	$1841.56

Journal Proof Report

Journal Number: 386 Year: 2025 Period: 3 Description: HD Reference 1: 61 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315151-519500	Prof Services-Lab Services			$32388.00	
BUA	1315110-351536	Comm. Disease Pandemic Recov				$32388.00
			Journal 2025/3/386	Total	$32388.00	$32388.00

Journal Proof Report

Journal Number: 387 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-554000	Capital Outlay-Vehicles			$21169.72	
BUA	1104310-535300	Repairs & Maint-Vehicles				$21169.72
			Journal 2025/3/387	Total	$21169.72	$21169.72

Journal Proof Report

Journal Number: 389 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1100000-399100	Fund Balance Appropriated			$10000.00	
BUA	1104950-383400	Rental Income				$10000.00
BUA	1175801-349560	Fees-Farmers Market			$10000.00	
BUA	1175801-399100	Fund Balance Appropriated				$10000.00
			Journal 2025/3/389	Total	$20000.00	$20000.00

Journal Proof Report

Journal Number: 390 Year: 2025 Period: 3 Description: HD Reference 1: 74 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315124-523850	Lab Supplies			$500.00	
BUA	1315162-523850	Lab Supplies			$700.00	
BUA	1315163-523850	Lab Supplies			$2500.00	
BUA	1315192-523850	Lab Supplies			$11000.00	
BUA	1315117-526000	Office Supplies			$300.00	
BUA	1315160-526000	Office Supplies			$200.00	
BUA	1315161-526000	Office Supplies			$200.00	
BUA	1315180-526000	Office Supplies			$1500.00	
BUA	1315117-523900	Other Medical Supplies			$400.00	
BUA	1315162-523900	Other Medical Supplies			$600.00	
BUA	1315160-519000	Professional Services			$1000.00	
BUA	1315161-519000	Professional Services			$3000.00	
BUA	1315162-519000	Professional Services			$2000.00	
BUA	1315163-519000	Professional Services			$7000.00	
BUA	1315180-519000	Professional Services			$300.00	
BUA	1315160-523100	Program Supplies			$300.00	
BUA	1315161-523100	Program Supplies			$300.00	
BUA	1315180-523100	Program Supplies			$2000.00	
BUA	1315160-543100	Rental of Copier Equipment			$150.00	
BUA	1315161-543100	Rental of Copier Equipment			$150.00	
BUA	1315180-525100	Vehicle Supplies-Fuel/Diesel			$12000.00	
BUA	1315161-512100	Salaries and Wages			$6300.00	
BUA	1315161-518000	Social Security-FICA			$391.00	
BUA	1315161-518100	Social Security-Medicare			$92.00	

Journal Proof Report

Journal Number: 390 Year: 2025 Period: 3 Description: HD Reference 1: 74 Reference 2: Reference 3:

BUA	1315161-518200	Retirement Contribution	$860.00	
BUA	1315161-518210	401K Retirement Contribution	$126.00	
BUA	1315110-351540	ARPA TSF Public Health		$53869.00
		Journal 2025/3/390 Total	$53869.00	$53869.00

Journal Proof Report

Journal Number: 391 Year: 2025 Period: 3 Description: Library Reference 1: 75 Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-523100 E-X2502 -LS Tutor -Programing-	Program Supplies			$51840.00	
BUA	1106110-335000	Grant Revenues				$51840.00
			Journal 2025/3/391	Total	$51840.00	$51840.00

Journal Proof Report

Journal Number: 392 Year: 2025 Period: 3 Description: Facilities Reference 1: 76 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104260-535300	Repairs & Maint-Vehicles			$1723.00	
BUA	1100000-383940	Insurance Reimbursements				$1723.00
			Journal 2025/3/392	Total	$1723.00	$1723.00

Journal Proof Report

Journal Number: 393 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104110-531100	Travel-Meals & Lodging				$6040.00
BUA	1104110-549100	Dues & Subscriptions			$6040.00	
			Journal 2025/3/393	Total	$6040.00	$6040.00

Journal Proof Report

Journal Number: 394 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2154328-551000 E-ARPA -IT -Tab & Crad-	Capital Outlay-Equipment			$99795.24	
BUA	2154328-562000	Grant Expenditures				$99795.24
			Journal 2025/3/394	Total	$99795.24	$99795.24

Journal Proof Report

Journal Number: 395 Year: 2025 Period: 3 Description: EMS Reference 1: 80 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-535100	Repairs & Maint-Buildings			$8152.18	
BUA	1100000-383940	Insurance Reimbursements				$8152.18
			Journal 2025/3/395	Total	$8152.18	$8152.18

Journal Proof Report

Journal Number: 396 Year: 2025 Period: 3 Description: Library Reference 1: 82 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106110-541200	Rental of Buildings			$202.50	
BUA	1106110-383930	Municipality Reimbursements				$3173.73
BUA	1100000-399100	Fund Balance Appropriated			$2971.23	
			Journal 2025/3/396	Total	$3173.73	$3173.73

Journal Proof Report

Journal Number: 539 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-580010	Contra Accts-Salaries				$76633.92
BUA	1104310-562000	Grant Expenditures			$76633.92	
			Journal 2025/3/539	Total	$76633.92	$76633.92

Journal Proof Report

Journal Number: 540 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104370-535300	Repairs & Maint-Vehicles			$2421.50	
BUA	1104370-525100	Vehicle Supplies-Fuel/Diesel				$2421.50
			Journal 2025/3/540	Total	$2421.50	$2421.50

Journal Proof Report

Journal Number: 541 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526100-Detct	Office Supplies-NonCaptl FF&E			$500.00	
BUA	1104310-523200	Audio Visual Supplies				$500.00
			Journal 2025/3/541	Total	$500.00	$500.00

Journal Proof Report

Journal Number: 542 Year: 2025 Period: 3 Description: Finance Reference 1: 100 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	6324530-558000	Capital Out-Bldg Struct & Impr			$9653.00	
BUA	6324530-335000	Grant Revenues				$9653.00
			Journal 2025/3/542	Total	$9653.00	$9653.00

Journal Proof Report

Journal Number: 693 Year: 2025 Period: 3 Description: Finance Reference 1: 102 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-569305	Civil Writs Payments & Fees			$6354.99	
BUA	1100000-399100	Fund Balance Appropriated				$6354.99
			Journal 2025/3/693	Total	$6354.99	$6354.99

Journal Proof Report

Journal Number: 694 Year: 2025 Period: 3 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315112-531100	Travel-Meals & Lodging			$750.00	
BUA	1315112-549750	Incentive Payments			$670.00	
BUA	1315153-531100	Travel-Meals & Lodging				$750.00
BUA	1315153-549750	Incentive Payments				$670.00
			Journal 2025/3/694	Total	$1420.00	$1420.00

Journal Proof Report

Journal Number: 7 Year: 2025 Period: 4   Description: Finance   Reference 1: 70   Reference 2:   Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1106111-518310	Employee Assistance Program			$45.00	
BUA	1106111-342025	Various Other Reimbursements				$45.00
			Journal 2025/4/7	Total	$45.00	$45.00

Journal Proof Report

Journal Number: 8 Year: 2025 Period: 4   Description: Sheriff   Reference 1: 83   Reference 2:   Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-526100-CtlSb	Office Supplies-NonCaptl FF&E			$1441.71	
BUA	1104310-331700-CtlSb	Controlled Substance				$1441.71
			Journal 2025/4/8	Total	$1441.71	$1441.71

Journal Proof Report

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Journal Number: 9 Year: 2025 Period: 4 Description: SOA Reference 1: 84 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1165609-523100-RAMPS	Program Supplies			$10400.00	
BUA	1165609-383300	Donations				$10400.00
			Journal 2025/4/9	Total	$10400.00	$10400.00

Journal Proof Report

Journal Number: 10 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104310-554000-CtlSb	Capital Outlay-Vehicles			$29000.00	
BUA	1104310-526100-CtlSb	Office Supplies-NonCaptl FF&E				$29000.00
			Journal 2025/4/10	Total	$29000.00	$29000.00

Journal Proof Report

Journal Number: 11 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1265300-512100	Salaries and Wages				$9750.00
BUA	1265300-512200	Overtime-FT			$9750.00	
BUA	1265306-512100	Salaries and Wages				$18915.00
BUA	1265306-512200	Overtime-FT			$18915.00	
			Journal 2025/4/11	Total	$28665.00	$28665.00

Journal Proof Report

Journal Number: 12 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-519000	Professional Services				$9650.00
BUA	1315153-519000	Professional Services			$9650.00	
			Journal 2025/4/12	Total	$9650.00	$9650.00

Journal Proof Report

Journal Number: 13 Year: 2025 Period: 4 Description: Finance Reference 1: 94 Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1105830-549800	Miscellaneous			$106.95	
BUA	1100000-399100	Fund Balance Appropriated				$49.95
BUA	1105830-342025	Various Other Reimbursements				$57.00
			Journal 2025/4/13	Total	$106.95	$106.95

Journal Proof Report

Journal Number: 14 Year: 2025 Period: 4 Description: Reference 1: Reference 2: Reference 3:

Source	Account Formatted Project String	Account Description	Line Description	OB	Debit	Credit
BUA	2154328-554000 E-ARPA -OES -DecnTrailr-	Capital Outlay-Vehicles			$235138.00	
BUA	2154328-562000	Grant Expenditures				$235138.00
			Journal 2025/4/14	Total	$235138.00	$235138.00