



Wayne County, North Carolina Board of Commissioners

February 18, 2025
224 E. Walnut Street
Courthouse 4th Floor
Goldsboro, NC 27530

MINUTES

8:00 A.M. AGENDA BRIEFING

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

The briefing began at 8:00 a.m. with Chairwoman Barbara Aycock reviewing the agenda.

County Manager Chip Crumpler made two adjustments to the agenda:

- Add Motion to Award the Feasibility Study Contract for the Courthouse and Jail to Intrepid, under Consent Agenda.
- Add Motion to Adopt Resolution 2025-7: A Resolution in Support of Establishing a Public Defender's Office in Wayne County, North Carolina, under New Business.

Finance Director Angie Boswell reviewed the budget amendments and answered questions from the board.

Staff Attorney Andrew Neal shared information on Budget Amendment #239 and answered questions from the board. He also reviewed the Hazard Mitigation Property Leases, the Surplus Property final upset bid, and the Wayne County Business Campus road namings.

Planning Director Berry Gray reviewed the final plat for Shawn Pearce Subdivision.

Assistant County Manager Ginger Moore reviewed the Position Classification and Pay Plan resolution.

County Manager Chip Crumpler reviewed the NCDOT lease.

At 8:37 a.m., Chairwoman Barbara Aycock recessed the Board of Commissioners meeting until 9:00 a.m.

Members Present: Chairwoman Barbara Aycock; George Wayne Aycock, Jr.; Joe C. Daughtery; Tim Harrell; and Antonio Williams.

Members Absent: Vice-Chairman Bevan Foster; and Chris Gurley.

9:00 A.M. CALL TO ORDER - Chairwoman Barbara Aycock

The Wayne County Board of Commissioners met on Tuesday, February 18, 2025, 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: Chairwoman Barbara Aycock; Vice-Chairman Bevan Foster; George Wayne Aycock, Jr.; Joe C. Daughtery; Tim Harrell; and Antonio Williams.

Members absent: Chris Gurley

INVOCATION - Commissioner George Wayne Aycock, Jr.

Commissioner George Wayne Aycock, Jr., gave the invocation.

PLEDGE OF ALLEGIANCE

Commissioner Tim Harrell led the Board of Commissioners in the Pledge of Allegiance to the Flag of the United States of America.

APPROVAL OF MINUTES

1. Motion to Approve the February 4, 2025, Minutes.
Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the February 4, 2025, minutes with Foster against.

DISCUSSION/ADJUSTMENT OF AGENDA

2. Motion to Approve the (Adjusted) February 18, 2025, Agenda.
Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved the Adjusted February 18, 2025, Agenda. Added to the agenda were:
 - Add Motion to Award the Feasibility Study Contract for the Courthouse and Jail to Intrepid, under Consent Agenda.
 - Add Motion to Adopt Resolution 2025-7: A Resolution in Support of Establishing a Public Defender's Office in Wayne County, North Carolina, under New Business.

SPECIAL PRESENTATIONS

3. Presentation of the Wayne County Hero Award by Jay's Kitchen.
Assistant County Manager Ginger Moore introduced DSS Director Kim McGuire who recognized County Attorney E. B. Borden Parker as the Wayne County Hero Award recipient and presented him a plaque for his 50 years of service to the County of Wayne, beginning on February 18, 1975.
4. Employee Service Pins

County Manager Chip Crumpler and Assistant County Manager Ginger Moore presented Employee Service Pins to those employees present, and a special gift to County Attorney E. B. Borden Parker for his 50 years of service.

5. Presentation of Distribution Check by ABC Board General Manager Darnay Barefoot.

ABC Board General Manager Darnay Barefoot presented a check for \$121,000 to the County, representing their quarterly distribution.

APPOINTMENT COMMITTEE

Commissioner Joe C. Daughtery made the recommendation to reappoint Sheriff Larry Pierce, Maria Santibanez, Haydee Cotto, and Elizabeth Ochoa to the Latino Council. The vote will be made during the March 4, 2025, Board of Commissioners meeting.

9:30 A.M. PUBLIC HEARING

6. To receive public comments on an amendment to Sections 41, 50.8, and 50.12 of the Wayne County Zoning Ordinance to reflect changes related to airport height overlays.

At 9:40 a.m., Chairwoman Barbara Aycock opened the public hearing.

Planning Director Berry Gray reviewed the amendment to Sections 41, 50.8, and 50.12 of the Wayne County Ordinance, attached hereto as Attachment A.

No one presented themselves for public comment.

At 9:44 a.m., Chairwoman Barbara Aycock closed the public hearing.

Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved an amendment to Sections 41, 50.8, and 50.12 of the Wayne County Zoning Ordinance to reflect changes related to airport height overlays.

UNFINISHED BUSINESS

7. Motion to approve a lease for up to 50 years with the United States Air Force for construction of EMS Station 12 subject to final approval by the County Attorney.

Staff Attorney Andrew Neal and EMS Director Dave Cuddeback presented a PowerPoint for the EMS Station 12 Lease with Seymour Johnson Air Force Base, attached hereto as Attachment B.

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved a lease for up to 50 years with the United States Air Force for construction of EMS Station 12, subject to final approval by the County Attorney.

CONSENT AGENDA

Upon motion of Commissioner Joe C. Daughtery, the Board of Commissioners approved the Consent Agenda, as detailed below, by a vote of 5 to 1 with Foster against.

8. Budget Amendments
#233-Finance/#234-Finance/#237-Cooperative Extension/#238-Sheriff's Office/#239-Sheriff's Office/#246-Sheriff's Office/#250-Soil & Water
9. Motion to approve a Hazard Mitigation Property Lease for 147 & 149 Hood Drive, Goldsboro, NC 27530 (PINs: 2566431551 & 2566431121) to Jerry Dwight Langston for a period not to exceed 10 years.
Attached hereto as Attachment C.
10. Motion to Approve the Final Plat for Shawn Pearce Subdivision.
Attached hereto as Attachment D.
11. Motion to Adopt Resolution #2025-5: A Resolution Adopting the Fiftieth Amendment to the Position Classification and Pay Plan for Wayne County, North Carolina
Attached hereto as Attachment E.
12. Motion to approve the final upset bid for the sale of County owned property located at the corner of Gordon Street and Oliver Street (PINs: 2572958034 & 2572949909) pursuant to the provisions of NCGS § 160A-269 to Bobby Denning Properties, LLC.
Attached hereto as Attachment F.
13. Motion to Approve the new Lease Agreement with the NC Department of Adult Correction for 209 W. Spruce St, Goldsboro, NC.
Attached hereto as Attachment G.
14. Motion to Adopt Resolution #2025-6: A Resolution Recognizing and Approving of the Wayne County Official America 250 NC Committee.
Attached hereto as Attachment H.
15. Motion to Award the Feasibility Study Contract for the Courthouse and Jail to Intrepid.
Attached hereto as Attachment I.

NEW BUSINESS

16. Motion to approve naming of the roads within the Wayne County Business Campus to Industry Avenue and Ray Mayo Way.
Upon motion of Commissioner George Wayne Aycock, Jr., the Board of Commissioners unanimously approved naming the roads within the Wayne County Business Campus to Industry Avenue and Ray Mayo Way, attached hereto as Attachment J.
17. Motion to Adopt Resolution #2025-7: A Resolution in Support of Establishing a Public Defender's Office in Wayne County, North Carolina.
Commissioner Antonio Williams read the resolution, attached hereto as Attachment K.

Upon motion of Commissioner Antonio Williams, the Board of Commissioners unanimously approved to Adopt Resolution #2025-7: A Resolution in Support of Establishing a Public Defender's Office in Wayne County, North Carolina.

COUNTY MANAGER'S REPORT

County Manager Chip Crumpler thanked Jay's Kitchen for sponsoring the Wayne County Hero Award and congratulated Mr. Borden Parker, as well as all the employees receiving service pins.

BOARD OF COMMISSIONERS COMMITTEE REPORTS

Commissioner Antonio Williams stated he attended a Black History Month event, discussed the Budget and Goals Retreat, and congratulated Mr. Borden Parker on his retirement.

Commissioner Joe C. Daughtery congratulated Mr. Borden Parker on his 50 years of service to the County.

Commissioner George Wayne Aycock, Jr., thanked Mr. Borden Parker for his 50 years of service, sent condolences to Commissioner Chris Gurley on the passing of his father, and reminded everyone of the Firefighters Association banquet.

Vice-Chairman Bevan Foster thanked Mr. Borden Parker for his service, expressed his condolences for Commissioner Chris Gurley, and discussed Black History Month events. He also stated he was disappointed in the recent audit for the County and said the numbers are the same as 2024 and disputing the County departments made any money.

Commissioner Tim Harrell stated he attended the ECC Executive Board meeting, expressed his condolences for Commissioner Chris Gurley and his family, and thanked Mr. Borden Parker for his 50 years of service.

Chairwoman Barbara Aycock thanked Mr. Borden Parker for his service, thanked the employees receiving service pins, and expressed her condolences for Commissioner Chris Gurley.

At 10:07 a.m., Chairwoman Barbara Aycock recessed the Board of Commissioners meeting.

12:00 P.M. FARM BUREAU LUNCHEON (Maxwell Center)

18. Farm Bureau Legislative Luncheon

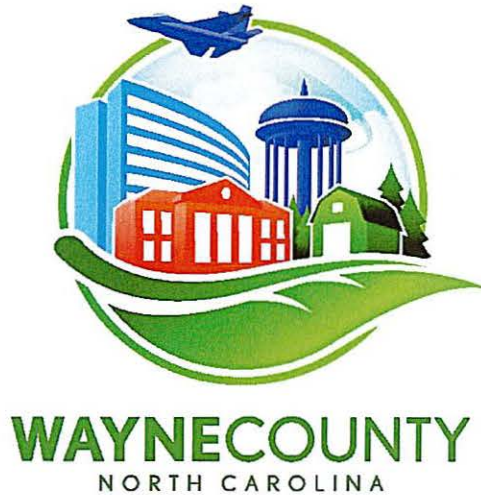
At 12:01 p.m., Chairwoman Barbara Aycock reconvened the Board of Commissioners meeting.

ADJOURNMENT

At 1:17 p.m., Chairwoman Barbara Aycock adjourned the meeting of the Wayne County Board of Commissioners.

Carol Bowden

Carol Bowden, Clerk to the Board



Wayne County Citizens
Public Hearing Notice

The Wayne County Board of Commissioners will conduct a public hearing Tuesday, February 18, 2025 to consider a proposed amendment to the Wayne County Zoning Ordinance. The hearing will be held at 9:30 am in the Wayne County Commissioners Meeting Room, Wayne County Courthouse Annex, 224 East Walnut Street, Goldsboro, NC. The item to be discussed:

A-24-02 – Amend Sections 41, 50.8, and 50.12 of the Wayne County Zoning Ordinance to reflect changes related to airport height overlays and airport noise zones.

The public is invited to attend and speak at this hearing and/or submit any comments. Written comments before the meeting may be submitted to the Wayne County Planning Department, PO Box 227, Goldsboro, NC 27533 or berry.gray@waynegov.com. A full copy of the amendment may be obtained from the Planning Department by calling 919-731-1650.

Carol Bowden
Clerk to the Board

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: December 7, 2025

Re: Case A-24-02; Zoning Ordinance amendments related to airport overlay districts and noise zones.

The Wayne Executive Jetport has requested that the Wayne County Zoning Ordinance be updated to reflect the latest FAA standards for its airport height overlay districts. The changes for the Jetport are reflected in the amendment and just change how the overlay districts and height zones are defined per FAA standards.

Additionally, Planning staff has incorporated changes to the airport district for Seymour Johnson Air Force Base to reflect changes to the noise zones to comply with the latest Joint Land Use Study for the Base. These changes are mainly clerical and further define the standards for the bases impact areas as it relates to noise. Seymour Johnson Air Force Base has reviewed the changes and recommends approval.

Proposed Wayne County Zoning Ordinance Changes Related to Airport and Airport Height

Version 5/20/24

Section 41. - Word and Term Definitions.

Accessory Use or Structures: A use or a structure on the same lot with, but of a nature customarily incidental and subordinate to, the principal use of structure.

Airport: ¹ ¶ Shall mean the Goldsboro Wayne Airport, Mount Olive Airport, or Seymour Johnson Air Force Base.

Airport Elevation: ² ¶ The highest point of the airport's usable landing area measured in feet above sea mean level (AMSL).

- (a) Goldsboro-Wayne Airport - 134 feet AMSL.
- (b) Mount Olive Airport - 168 feet AMSL.
- (c) Seymour Johnson Air Force Base - 109 feet AMSL.

Airport Hazard: Any structure, tree or use of land which obstructs the airspace required for or is otherwise hazardous to the flight of aircraft in landing or taking off at the airport.

Airport Reference Point: The point established as the approximate geographic center of the airport landing area.

Alter: To make any structural changes in the supporting or load-bearing members of a building, such as walls, columns, beams, girders, or floor joists.

Approach-Departure Clearance Surface: An inclined plane located directly above the approach area of an airport, which extends outward from both ends of the runway.

Buildable Area: The portion of a lot remaining after required yards have been provided.

Building: Any structure or edifice having a roof supported by columns or walls and intended for shelter, housing or enclosure or persons, animals, or chattels.

Certificate of Occupancy: A statement, signed by the Zoning Enforcement Officer or his assistant, setting forth that the building, structure, or use of land complies with the Zoning Ordinance of Wayne County, North Carolina, and that the same may be used for the purpose stated therein.

Controlling Elevation: Whenever surfaces or planes of the obstructions criteria overlap, the controlling (or governing) elevation is that of the lowest surface or plane.

Dwelling, Single Family: A detached residential dwelling unit, other than a mobile home, designed for and occupied by one family only.

Dwelling, Two Family: A detached residential building containing two dwelling units and designed for occupancy by not more than two families.

Dwelling, Multiple Family: A detached building used for or designed as a residence for more than two families living independently of each other.

Dwelling Unit: One room, or rooms connected together, constituting a separate independent housekeeping establishment with complete living facilities for one family.

Family: One or more persons occupying a premises and living as a single housekeeping unit but not including a group occupying a boarding house, club, fraternity house, or similar type dwelling.

Height: ³ ¶ For the purpose of determining the height limits in the airport height restrictive area, the datum shall be 1987 North American Datum.

Home Occupation: An occupation for gain or support customarily conducted on the premises by a person or family residing thereon.

Junk Yard: A place where junk, waste, discarded, or salvaged materials are bought, sold, exchanged, stored, baled, disassembled or handled including automobile wrecking yards, house wrecking, structural steel materials and equipment, but not including the purchase or storage of used furniture or used cars in operable condition.

Lot Line, Front: Any boundary line of a lot running along a street right of way line.

Lot: A parcel of land under a single ownership occupied or capable of being occupied by a principle building together with its accessory buildings, including the open space required under the terms of this ordinance.

Lot Depth: The depth of a lot is the distance in the mean direction of the side lot line from midpoint of the front lot line to the midpoint of the rear lot line.

Lot of Record: A lot which is a part of a subdivision, a plat which has been recorded in the office of the Register of Deeds of Wayne County, or a lot which has been recorded and described by metes and bounds.

Lot Width: The distance between side lot lines measured at the building line.

Mobile Home: Any vehicle or similar portable structure mounted, or designed to be mounted, on wheels for transportation after fabrication to a site where it is to be occupied as a dwelling unit. Such unit shall be considered a mobile home whether or not the wheels have been removed, and whether or not it has been set on jacks, skirtings, or other supports. A "travel trailer" or "camper" shall not be considered a mobile home.

Mobile Home, Class A: ⁴ ¶ A new mobile home certified as meeting construction standards developed by the U.S. Department of Housing and Urban Development that were in effect at the time of construction and that satisfies each of the following additional criteria:

- (a) The home has a length not exceeding three times it [its] width.
- (b) The pitch of the home's roof has a minimum vertical rise of one foot for each three feet of horizontal run, and the run is finished with a type of shingle that is commonly used in standard residential construction.
- (c) The exterior siding consists of wood, hardboard, or aluminum (vinyl covered or painted) or comparable in composition appearance, and durability to the exterior siding commonly used in standard residential construction.
- (d) The tongues, axles, transporting lights, and removable towing apparatus are removed after placement on the lot and before occupancy.

Mobile Home, Class B: ⁵ ¶ A mobile home that meets all of the criteria of a Class A mobile home except the length/width ratio.

Mobile Home Park: Any plot of ground upon which two or more mobile homes, occupied for dwelling or sleeping purposes are located, regardless of whether or not a charge is made for such accommodations.

Nonconforming Use: A use of a building or land that does not conform with the regulations of the district in which such building or land is situated.

Obstruction: ⁶ ¶ Any structure, growth, or other object, including a mobile object, which exceeds a limiting height set forth in this ordinance.

Obstruction to Air Navigation: Natural objects or man-made structures that penetrate the surfaces originating at the airfield or any man-made objects that extend more than 500 feet above the ground at the site of the object.

Planned Unit Development: The planned residential development of mixed structures such as apartments, townhouses, rowhouses, and cluster subdivision, usually incorporating privately owned, open common areas.

Public Sewer System: Any sewage disposal system, whether operated publicly or privately, other than a pit privy or a septic tank located on the lot.

Public Water System: A system operated publicly or privately whereby the water source is not located on the lot of the consumers and the number of connections must be at least ten (10).

Setback Line: The line on the front, rear, and sides of a lot which delineates the area within which a structure may be built and maintained, according to the district regulations.

Shopping Center: Two or more commercial establishments planned and constructed as a single unit with off-street parking and loading facilities provided on the property and related in location, size and type of shops to the trade area which the unit serves.

Sign: Any device designed to inform or attract the attention of persons not on the premises on which the sign is located.

Sign, Advertising: Any sign, including a standard poster panel either freestanding or [or] attached to a structure, which directs attention to a business commodity, service, entertainment, or other activity conducted, sold, or offered at another place other than on the property on which the sign is located.

Sign, Business Identification: A sign which directs attention to a business commodity, service, entertainment, or other activity conducted, sold, or offered on the premises upon which the sign is located.

Special Use: A use that would not be generally appropriate without restriction throughout the zoning district but which, if controlled as to number, area, location, or relation to the neighborhood, would promote the health, safety, morals general welfare, order, comfort, convenience, appearance, or prosperity. Such uses may be permitted in such zoning district as Special Uses if specific provision for such is made in this zoning ordinance.

Street: A dedicated and accepted public right-of-way which affords the principal means of access to abutting properties for vehicular traffic.

Variance: A modification of the terms of the zoning ordinance where such will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the ordinance would result in unnecessary and undue hardship. A variance may be granted only for dimensional changes in height, area, and size of yards and open spaces. The establishment or expansion of a use otherwise prohibited shall not be allowed by a variance.

Yard: A required open space unoccupied and unobstructed by any principal structure or portion of a structure from ground to sky.

Yard, Front: A yard extending between side lot lines across the front of a lot between the front line of the building and the front line of the lot.

Yard, Rear: A yard extending across the full width of the lot and measured between the rear line on the lot and the rear line of the main building.

Yard, Side: A yard extending from the rear line of the required front yard to the rear lot line.

Zoning Certificate: A certificate issued by the Zoning Enforcement Officer when a proposal to use or occupy a lot or structure, or to erect install, or alter a structure, building sign or lot, fully meets the requirements of this ordinance.

ARTICLE V. - DISTRICT BOUNDARIES AND USE DISTRICTS

50.8 Airport Height Overlay.⁴² □

The purpose of the overlay designation is to promote the safe conduct of aircraft in the vicinity of an airport, to prevent creation of conditions hazardous to aircraft operation, to prevent loss of life and property, and to encourage development which is compatible with airport use characteristics.

50.8.5 Permitted Uses.

Notwithstanding any other provisions of this Ordinance, no use may be established within the regulated area so as to interfere with navigation, radio communication, or otherwise create a hazard to aircraft operations.

50.8.6 Special Uses Allowed.

None.

50.8.7 Regulated Area.

The area included in the Airport Height Overlay shall be shown on the Wayne County Zoning Map.

50.8.8 Maximum Height Limits.

Except as otherwise provided, no structure shall be constructed or maintained so as to exceed identified maximum imaginary surface heights less ten feet. The imaginary surfaces shall be computed using information from **Code of Federal Aviation Regulations, Title 14, Part 77, and in Air Force design standards for its airfields.** Design standards for Seymour Johnson AFB are found in the Department of Defense Unified Facilities Criteria 3-260-01 Airfield and Heliport Planning and Design. For a more complete description of obstruction evaluation/airport airspace analysis, see FAR Part 77 and the UFC. ~~"Objects Affecting Navigable Airspace," promulgated by the Federal Aviation Administration and Department of Defense Uniform Facility Criteria 3-260-01 "Airfield and Heliport Planning and Design."~~

50.8.5[50.8.9] Sub-Areas.

For Seymour Johnson Air Force Base and Mount Olive Airport, the Airport Height Overlay shall be divided into the following sub-areas. The sub-areas shall be designated on the Wayne County Zoning Map.

- (1) Primary Surface (PS). This surface defines the limits of the obstruction clearance requirements in the immediate vicinity of the **land**ing area. The primary surface comprises **surfaces of the runways, runway shoulders, and lateral safety zones that extend 200 feet beyond the runway end.** ~~The length of the primary surface is the same as the runway length for the appropriate airport.~~ The width of the primary surface is 2,000 feet or 1,000 feet on each side of the runway centerline.
- (2) Clear Zone (CZ). This surface defines the limits of the obstruction clearance requirements in the **area** vicinity contiguous to the end of the primary surface. The length and width of the Clear Zone **is** are 3,000 feet by 3,000 feet.
- (3) Approach-**Departure Clearance Surface Area (AA).** **The start of the approach-departure surface is measured 200 feet from the runway threshold.** This surface is symmetrical about the **extended** runway centerline ~~extended~~, begins as an inclined plane (glide angle) **200 beyond** ~~at~~ each end of the primary surface ~~at of~~ the centerline elevation of the runway end, and extends for 50,000 feet **beyond the runway.** The slope of the approach-departure clearance surface is 50 feet horizontally outward for each one foot vertically upward **(50:1)** along runway centerline ~~extended~~ (glide angle) until it reaches an elevation of 500 feet above **the established airfield elevation** ~~from the start of the glide angle.~~ **The approach-departure clearance surface continues horizontally at 500 feet to a point 50,000 feet from the start of the glide angle.** The width of this surface at 200 feet beyond

the end of the runway ~~s end~~ is 2,000 feet; it flares uniformly, and the width at 50,000 feet is 16,000 feet.

- (4) Transitional Surfaces Area (TA). These surfaces connect the primary surfaces, CZ surfaces, and the approach-departure clearance surfaces to the outer horizontal surface, conical surface and other horizontal surface, or other transitional surfaces. The slope of the transitional surface is 7:1 outward and upward at right angles to the runway centerline. To determine the elevation for the beginning of the gradient for the transitional surface slope at any point along the lateral boundary of the primary surface including the CZ, draw a line from this point to the runway centerline. This line will be at right angles to the runway axis. The elevation at the runway centerline is the elevation for the beginning of the 7:1 slope. Slopes 7 feet horizontally outward for each one foot vertically upward beginning at the sides of and at the same elevation as the primary surface and the approach surface, and extending to a height of 150 feet above the airport elevation. In addition to the foregoing, there are established height limits sloping 7 feet horizontally outward for each foot vertically upward beginning at the sides of and the same elevation as the approach surface, and extending to where they intersect the conical surface. Where the approach area projects beyond the conical area there are established height limits sloping 7 feet horizontally outward for each foot vertically upward beginning at the sides of the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet measured at 90 degree angles to the extended runway centerline.
- (5) Inner Horizontal Area (IH). This surface is an oval plane that lies 150 feet above the established airfield elevation. This plane is constructed by scribing an arc with a radius of 7,500 feet above the centerline of the runway's end and interconnecting these arcs with tangents. The horizontal area is established by swinging arcs of 10,000 feet radii from the center of each end of the primary surface of each runway and connecting the adjacent arcs by drawing lines tangent to those arcs. The horizontal area does not include the approach and transitional areas. The height shall be 150 feet above the primary surface of the adjoining runway.
- (6) Conical Surface Area (CA). This is an inclined surface extending outward and upward from the outer periphery of the inner horizontal surface for a horizontal distance of 7,000 feet and to a height of 500 feet above the established airfield elevation. The gradient of the conical surface is 20:1. Slopes twenty feet horizontally outward for each one foot vertically upward beginning at the periphery of the Inner Horizontal area.
- (7) Outer Horizontal Area (OH). This surface is a plane located 500 feet above the established airfield elevation that extends for a horizontal distance of 30,000 feet from the outer periphery of the conical surface. It extends for a distance of 30,000 feet from the outer periphery of the conical surface for Seymour Johnson AFB. It also extends to a line 50,000 feet from the north end of the Goldsboro Wayne Airport. Said line shall be 16,000 feet in length centered on the centerline of the runway extended. The Outer Horizontal Area is also established on the north end of the Wayne Executive Jetport fanning out to 16,000 ft in width centered on the centerline of the runway at 50,000 ft from the end of the runway.

Note: Controlling Elevation: Whenever surfaces or planes of the obstructions criteria overlap, the controlling (or governing elevation) is that of the lowest surface or plane.

For Wayne Executive Jetport, the Airport Height Overlay shall be divided into the following sub-areas.

- (1) Primary Surface (PS). This surface defines the limits of the obstruction clearance requirements in the immediate vicinity of the landing area. The primary surface

comprises surfaces of the runways, runway shoulders, and lateral safety zones that extend 200 feet beyond the runway end. The width of the primary surface is 1,000 feet or 500 feet on each side of the runway centerline.

- (2) Approach-Departure Surface Area (AA). Slopes fifty (50) feet outward for each foot upward; beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended runway centerline; thence slopes upward forty (40) feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended runway centerline.
- (3) Transitional Surfaces Area (TA). These surfaces connect the primary surfaces and the approach-departure clearance surfaces to the outer horizontal surface, conical surface and other horizontal surface, or other transitional surfaces. The slope of the transitional surface is 7:1 outward and upward at right angles to the runway centerline. To determine the elevation for the beginning of the gradient for the transitional surface slope at any point along the lateral boundary of the primary surface, draw a line from this point to the runway centerline. This line will be at right angles to the runway axis. The elevation at the runway centerline is the elevation for the beginning of the 7:1 slope.
- (4) Horizontal Area (HA). This surface is an oval plane that lies 150 feet above the established airfield elevation. This plane is constructed by scribing an arc with a radius of 10,000 feet above the centerline of the runway's end and interconnecting these arcs with tangents.
- (5) Conical Surface Area (CA). This is an inclined surface extending outward and upward from the outer periphery of the horizontal surface for a horizontal distance of 4,000 feet and to a height of 500 feet above the established airfield elevation. The gradient of the conical surface is 20:1.
- (6) The airport height zones are established based on the latest version of the Airspace Plan within the Wayne Executive Jetport Airport Layout Plan on file with the Wayne County Planning Department.

50.8.10 Approval Procedures.

(1) All development activity regulated by the provisions of the Airport Height Overlay District are also required to follow all applicable general land use regulations of the County of Wayne. Each application for a development permit shall be accompanied by a plat or site plan, drawn to scale, showing accurate dimensions of the lot to be built upon, accurate dimensions of the building to be erected and its location on the lot.

(2) Development activities within the Airport Height Overlay district for Seymour Johnson Air Force Base shall be submitted to the base engineer for review and comment prior to issuance of permits.

50.12 Airport Overlay District⁸⁶

50.12.1 Purpose.

The purpose of the Wayne County Airport Overlay District is to provide for compatible land development in areas subject to frequent aircraft flyover and/or aircraft noise. The district is designed to mitigate the effects of aircraft flights that could increase risks to public health, safety, and quality of life.

50.12.2 Establishment.

The Wayne County Airport Overlay District, known heretofore as the "Airport **Overlay** District," is hereby established as a district that overlaps and overlays existing zoning districts. The district is further divided into seven sub-districts corresponding to the 65 **DNL** ~~dal~~, 70 **DNL** ~~dal~~, 75 **DNL** ~~dal~~, 80 **DNL** ~~dal~~, noise contours, APZ I, and APZ II plus the area within one half mile of the 65 **DNL** ~~dal~~ contour. The Airport District shall apply in those areas designated on the Official Zoning Map of Wayne County.

The provisions of the Airport Overlay District shall not be subject to waivers or variances by the Wayne County Planning Board or the Wayne County Board of Adjustment.

50.12.3. Applicability.

Nothing herein shall require any change in any lawfully constructed building, structure or use in existence at the time of adoption or amendment of this ordinance for its current lawful use.

The provisions of this section shall apply to any application for a building permit, certificate of occupancy, zoning change, special use permits, development permits, vested rights certificates, preliminary and final subdivision/site plan approvals and mobile home parks plan approvals sought after the effective date of this ordinance.

None of the provisions of the Airport Overlay District shall be construed to prohibit the continuance, expansion or reestablishment under current law of any existing use. The noise level reduction design standards apply only to new structures and/or new uses of land and not to structure additions.

Mobile homes moved on to existing mobile home spaces are exempt from the requirements of the Airport Overlay District.

50.12.4 Permitted Uses.

The Airport **Overlay** District is placed on top of several general use districts, which contain a list of permitted uses. Uses permitted whether by right or as a special use shall be permitted in the Airport **Overlay** District according to the standards and restrictions indicated in the following tables **1 and 2**. ~~The numbers following the word "Yes" in the table below indicates the required level of noise reduction in decibels from outside to inside the structure. The Standard Land Use Coding Manual (SLUCM), U.S. Department of Transportation, was used in grouping various land uses. For additional information on permitted uses refer to Guidelines for Considering Noise in Land Use Planning and Control published in June 1980 by the Federal Interagency Committee on Urban Noise. Noise level reduction must be incorporated into the design and construction of portions of buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low. Maximum population density requirements as described in section 50.12.12 apply to the following uses.~~

TABLE 1
~~PERMITTED USES AND REQUIRED NOISE LEVEL REDUCTIONS~~

Land Use Compatibility and Accident Potential in the Clear Zone, APZI and APZII

SLUCM NO.	LAND USE NAME	Clear Zone	APZ I	APZ II	Density
10	Residential				

11	Household Units				
11.11	Single Units: detached	N	N	Y	Maximum density of 2 Du/Ac
11.12	Single Units: semi-detached	N	N	N	
11.13	Single Units: attached row	N	N	N	
11.21	Two Units: side-by-side	N	N	N	
11.22	Two Units: one above the other	N	N	N	
11.31	Apartments: walk up	N	N	N	
11.32	Apartments: elevator	N	N	N	
12	Group quarters	N	N	N	
13	Residential hotels	N	N	N	
14	Mobile home parks or courts	N	N	N	
15	Transient lodgings	N	N	N	
16	Other residential	N	N	N	
20	Manufacturing ³				
21	Food and kindred products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II
22	Textile mill products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZ II

23	Apparel and other finished products; products made from fabric, leather and similar materials; manufacturing	N	N	N	
24	Lumber and wood products (except furniture); manufacturing	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
25	Furniture and fixtures; manufacturing	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
26	Paper and allied products; manufacturing	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
27	Printing, publishing, and allied industries	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
28	Chemicals and allied products; manufacturing	N	N	N	
29	Petroleum refining and related industries	N	N	N	
30	Manufacturing³ (cont.)				
31	Rubber and miscellaneous plastic products; manufacturing	N	N	N	
32	Stone, clay, and glass products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZII

33	Primary metal products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZII
34	Fabricated metal products; manufacturing	N	N	Y	Maximum FAR 0.56 in APZII
35	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks	N	N	N	
39	Miscellaneous manufacturing	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
40	Transportation, communications, and utilities ^{3,4}				
41	Railroad, rapid rail transit, and street railway transportations	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
42	Motor vehicle transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
43	Aircraft transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
44	Marine craft transportation	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII

45	Highway and street right-of-way	Y ⁵	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
46	Automobile parking	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
47	Communication	N	Y ⁶	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
48	Utilities ⁷	N	Y ⁶	Y ⁶	Maximum FAR 0.28 in APZI and 0.56 in APZII
48.5	Solid waste disposal(landfills, incinerators, etc.)	N	N	N	
49	Other transportation, communication, and utilities	N	Y ⁶	Y	See note 6 below
50	Trade				
51	Wholesale trade	N	Y	Y	Maximum FAR 0.28 in APZI and 0.56 in APZII
52	Retail trade – building materials, hardware and farm equipment	N	Y	Y	See note 8 below
53	Retail trade ⁹ – including shopping centers, discount clubs, home improvement stores, electronics superstores, etc.	N	N	Y	Maximum FAR 0.16 in APZII

54	Retail trade – food	N	N	Y	Maximum FAR 0.24 in APZII
55	Retail trade – automotive, marine craft, aircraft, and accessories	N	Y	Y	Maximum FAR 0.14 in APZI & 0.28 in APZII
56	Retail trade – apparel and accessories	N	N	Y	Maximum FAR 0.28 in APZII
57	Retail trade – furniture, home furnishings and equipment	N	N	Y	Maximum FAR 0.28 in APZII
58	Retail trade – eating and drinking establishments	N	N	N	
59	Other retail trade	N	N	Y	Maximum FAR 0.16 in APZII
60	Services ¹⁰				
61	Finance, insurance, and real estate services	N	N	Y	Maximum FAR 0.22 in APZII
62	Personal services	N	N	Y	Office uses only. Maximum FAR 0.22 in APZII
62.4	Cemeteries	N	Y ¹¹	Y ¹¹	

63	Business services (credit reporting, mail, stenographic, reproduction; advertising)	N	N	Y	Maximum FAR 0.22 in APZII
63.7	Warehousing and storage services ¹²	N	Y	Y	Maximum FAR 1.0 in APZI & 2.0 in APZII
64	Repair services	N	Y	Y	Maximum FAR 0.11 in APZI & 0.22 in APZII
65	Professional services	N	N	Y	Maximum FAR 0.22 in APZII
65.1	Hospitals, nursing homes	N	N	N	
65.1	Other medical facilities	N	N	N	
66	Contract construction services	N	Y	Y	Maximum FAR 0.11 in APZI & 0.22 in APZII
67	Government services	N	N	Y	Maximum FAR 0.24 in APZII
68	Educational services	N	N	N	
68.1	Child care services, child development centers, and nurseries	N	N	N	
69	Miscellaneous	N	N	Y	Maximum FAR 0.22 in APZII

69.1	Religious activities	N	N	N	
70	Cultural, entertainment, and recreational				
71	Cultural activities	N	N	N	
71.2	Nature exhibits	N	Y ¹³	Y ¹³	
72	Public assembly	N	N	N	
72.1	Auditoriums, concert halls	N	N	N	
72.11	Outdoor music shells, amphitheaters	N	N	N	
72.2	Outdoor sports arenas, spectator sports	N	N	N	
73	Amusements- fairgrounds, miniature golf, driving ranges; amusement parks, etc.	N	N	Y	
74	Recreational activities (including golf courses, riding stables, water recreation)	N	Y ¹³	Y ¹³	Maximum FAR 0.11 in APZI & 0.22 in APZII
75	Resorts and group camps	N	N	N	
76	Parks	N	Y ¹³	Y ¹³	Maximum FAR 0.11 in APZI & 0.22 in APZII
79	Other cultural, entertainment, and recreation	N	Y ¹¹	Y ¹¹	Maximum FAR 0.11 in APZI & 0.22 in APZII
80	Resource production and extraction				
81	Agriculture (except livestock)	Y ⁴	Y ¹⁴	Y ¹⁴	

81.5, 81.7	Livestock farming and breeding	N	y ¹⁴	y ¹⁵	
82	Agricultural related activities	N	y ¹⁴	y ¹⁵	Maximum FAR 0.28 in APZI & 0.56 in APZII; no activity that produces smoke, glare or involves explosives
83	Forestry activities ¹⁶	N	Y	Y	Maximum FAR 0.28 in APZI & 0.56 in APZII; no activity that produces smoke, glare or involves explosives
84	Fishing activities ¹⁷	N ¹⁷	Y	Y	Maximum FAR 0.28 in APZI & 0.56 in APZII; no activity that produces smoke, glare or involves explosives
85	Mining activities ¹⁸	N	y ¹⁸	y ¹⁸	Maximum FAR 0.28 in APZI & 0.56 in APZII; no activity that produces smoke, glare

					or involves explosives
89	Other resources production or extraction	N	Y	Y	Maximum FAR 0.28 in APZI & 0.56 in APZII; no activity that produces smoke, glare or involves explosives
90	Other				
91	Undeveloped land	Y	Y	Y	
93	Water areas ¹⁹	N ¹⁹	N ¹⁹	N ¹⁹	

KEY TO TABLE 1. LAND USE COMPATIBILITY AND ACCIDENT POTENTIAL

SLUCM - Standard Land Use Coding Manual, U.S. Department of Transportation

Y (Yes) - Land uses and related structures are normally compatible without restriction.

N (No) - Land uses and related structures are not normally compatible and are prohibited.

Y^x - Yes with restrictions. The land uses and related structures are generally compatible; however, see notes indicated by the superscript.

N^x - No with exceptions. The land uses and related structures are generally incompatible; however, see notes indicated by the superscript.

FAR - Floor Area Ratio. A floor area ratio is the ratio between the square feet of floor area of the building and the gross site area. It is customarily used to measure non-residential intensities.

Du/Ac - Dwelling Units per Acre. This is customarily used to measure residential densities.

NOTES FOR TABLE 1. LAND USE COMPATIBILITY AND ACCIDENT POTENTIAL

1. A "Yes" or a "No" designation for compatible land use is to be used only for general comparison. Within each, uses exist where further evaluation may be needed in each category as to whether it is clearly compatible, normally compatible, or not compatible due to the variation of densities of people and structures. In general, land use restrictions that limit occupants, including employees, of commercial, service, or industrial buildings or structures to 25 per acre in APZ I and 50 per acre in APZ II are considered to be low density. Outside events should normally be limited to assemblies of not more than 25 people per acre in APZ I, and maximum assemblies of 50 people per acre in APZ II. FARs are calculated using standard parking generation rates for various land uses, vehicle occupancy rates, and desired density in APZ I and APZ II. For APZ I, the formula is $FAR = 25 \text{ people per acre} / (\text{Average Vehicle Occupancy} \times \text{Average Parking Rate} \times (43560/1000))$. The formula for APZ II is $FAR = 50 / (\text{Average Vehicle Occupancy} \times \text{Average Parking Rate} \times (43560/1000))$.
2. The maximum density for detached single family housing is two Du/Ac. In a planned unit development (PUD) of single family detached units where clustered housing development results in large open areas, this density could possibly be increased slightly provided the amount of surface area covered by structures does not exceed 20 percent of the PUD total area. PUD encourages clustered development that leaves large open areas.
3. Other factors to be considered: Labor intensity, structural coverage, explosive characteristics, air pollution, electronic interference with aircraft, height of structures, and potential glare to pilots.
4. No structures (except airfield lighting and navigational aids necessary for the safe operation of the airfield when there are no other siting options), buildings, or above-ground utility and communications lines shall be located in Clear Zone areas on or off Seymour Johnson Air Force Base. The Clear Zone is subject to the most severe restrictions.
5. Rights-of-way for fenced highways, without sidewalks or bicycle trails, are allowed.
6. No above-ground passenger terminals and no above-ground power transmission or distribution lines. Prohibited power lines include high-voltage transmission lines and distribution lines that provide power to cities, towns, or regional power for unincorporated areas.
7. Development of renewable energy resources, including solar and geothermal facilities and wind turbines, may impact military operations through hazards to flight or electromagnetic interference. Each new development shall be analyzed for compatibility issues on a case-by-case basis that considers both the proposal and potentially-affected mission.
8. Within SLUCM Code 52, maximum FARs for lumberyards (SLUCM Code 521) are 0.20 in APZ I and 0.40 in APZ II. For hardware, paint, and farm equipment stores, SLUCM Code 525, the maximum FARs are 0.12 in APZ I and 0.24 in APZ II.
9. A shopping center is an integrated group of commercial establishments that is planned, developed, owned, or managed as a unit. Shopping center types include strip, neighborhood, community, regional, and super-regional facilities anchored by small businesses, a supermarket or drug store, discount retailer, department store, or several department stores, respectively. Included in this category are such uses as big box discount clubs, home improvement superstores, office supply superstores, and electronics superstores. The maximum recommended FAR for SLUCM 53 shall be applied to the gross

leasable area of the shopping center rather than attempting to use other recommended FARs listed in Table 1 under Retail or Trade.

10. Ancillary uses such as meeting places, auditoriums, etc., are not allowed.
11. No chapels or houses of worship are allowed within APZ I or APZ II.
12. Big box home improvement stores are not included as part of this category.
13. Facilities must be low intensity, and provide no playgrounds, etc. Facilities such as clubs houses, meeting places, auditoriums, large classes, etc., are not allowed.
14. Livestock grazing is a compatible land use, but feedlots and intensive animal husbandry are excluded. Activities that attract concentrations of birds creating a hazard to aircraft operations shall be excluded.
15. Feedlots and intensive animal husbandry are included as compatible land uses.
16. Lumber and timber products removed due to establishment, expansion, or maintenance of Clear Zone lands owned in fee will be disposed of in accordance with applicable DoD guidance.
17. Controlled hunting and fishing may be permitted for the purpose of wildlife management.
18. Surface mining operations that could create retention ponds that may attract waterfowl and present bird/wildlife aircraft strike hazards (BASH), or operations that produce dust or light emissions that could affect pilot vision are not compatible.
19. Naturally occurring water features (e.g., rivers, lakes, streams, wetlands) are pre-existing, nonconforming land uses. Naturally occurring water features that attract waterfowl present a potential BASH. Actions to expand naturally occurring water features or construction of new water features shall not be encouraged. If construction of new features is necessary for storm water retention, such features shall be designed so that they do not attract waterfowl.

Table 2. Land Use Compatibility and Noise Exposure

LAND USE		LAND USE COMPATIBILITY				
SLUCM NO.	LAND USE NAME	DNL 65-69	DNL 70-74	DNL 75-79	DNL 80-84	DNL 85+
10	Residential					
11	Household Units	N ¹	N ¹	N	N	N
11.11	Single Units: detached	N ¹	N ¹	N	N	N

11.12	Single Units: semi-detached	N ¹	N ¹	N	N	N
11.13	Single Units: attached row	N ¹	N ¹	N	N	N
11.21	Two Units: side-by-side	N ¹	N ¹	N	N	N
11.22	Two Units: one above the other	N ¹	N ¹	N	N	N
11.31	Apartments: walk up	N ¹	N ¹	N	N	N
11.32	Apartments: elevator	N ¹	N ¹	N	N	N
12	Group quarters	N ¹	N ¹	N	N	N
13	Residential hotels	N ¹	N ¹	N	N	N
14	Mobile home parks or courts	N	N	N	N	N
15	Transient lodgings	N ¹	N ¹	N ¹	N	N
16	Other residential	N ¹	N ¹	N	N	N
20	Manufacturing					
21	Food and kindred products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
22	Textile mill products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
23	Apparel and other finished products; products made from fabric, leather and similar materials; manufacturing	Y	Y ²	Y ³	Y ⁴	N

24	Lumber and wood products (except furniture); manufacturing	Y	Y ²	Y ³	Y ⁴	N
25	Furniture and fixtures; manufacturing	Y	Y ²	Y ³	Y ⁴	N
26	Paper and allied products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
27	Printing, publishing, and allied industries	Y	Y ²	Y ³	Y ⁴	N
28	Chemicals and allied products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
29	Petroleum refining and related industries	Y	Y ²	Y ³	Y ⁴	N
30	Manufacturing (cont.)					
31	Rubber and miscellaneous plastic products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
32	Stone, clay, and glass products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
33	Primary metal products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
34	Fabricated metal products; manufacturing	Y	Y ²	Y ³	Y ⁴	N
35	Professional, scientific, and controlling instruments; photographic and optical goods; watches and clocks	Y	25	30	N	N
39	Miscellaneous	Y	Y ²	Y ³	Y ⁴	N

	manufacturing					
40	Transportation, communications, and utilities					
41	Railroad, rapid rail transit, and street railway transportations	Y	Y ²	Y ³	Y ⁴	N
42	Motor vehicle transportation	Y	Y ²	Y ³	Y ⁴	N
43	Aircraft transportation	Y	Y ²	Y ³	Y ⁴	N
44	Marine craft transportation	Y	Y ²	Y ³	Y ⁴	N
45	Highway and street right-of-way	Y	Y	Y	Y	N
46	Automobile parking	Y	Y	Y	Y	N
47	Communication	Y	25 ⁵	30 ⁵	N	N
48	Utilities	Y	Y ²	Y ³	Y ⁴	N
49	Other transportation, communication, and utilities	Y	25 ⁵	30 ⁵	N	N
50	Trade					
51	Wholesale trade	Y	Y ²	Y ³	Y ⁴	N
52	Retail trade – building materials, hardware and farm equipment	Y	25	30	Y ⁴	N
53	Retail trade – including shopping centers, discount clubs, home improvement stores, electronics superstores, etc.	Y	25	30	N	N
54	Retail trade – food	Y	25	30	N	N

55	Retail trade – automotive, marine craft, aircraft, and accessories	Y	25	30	N	N
56	Retail trade – apparel and accessories	Y	25	30	N	N
57	Retail trade – furniture, home furnishings and equipment	Y	25	30	N	N
58	Retail trade – eating and drinking establishments	Y	25	30	N	N
59	Other retail trade	Y	25	30	N	N
60	Services					
61	Finance, insurance, and real estate services	Y	25	30	N	N
62	Personal services	Y	25	30	N	N
62.4	Cemeteries	Y	Y ²	Y ³	Y ^{4, 11}	Y ^{6, 11}
63	Business services (credit reporting; mail, stenographic, reproduction; advertising	Y	25	30	N	N
63.7	Warehousing and storage services	Y	Y ²	Y ³	Y ⁴	N
64	Repair services	Y	Y ²	Y ³	Y ⁴	N
65	Professional services	Y	25	30	N	N
65.1	Hospitals, Other medical facilities	25	30	N	N	N
65.16	Nursing homes	N ¹	N ¹	N	N	N

66	Contract construction services	Y	25	30	N	N
67	Government services	Y ¹	25	30	N	N
68	Educational services	25	30	N	N	N
68.1	Child care services, child development centers, and nurseries	25	30	N	N	N
69	Miscellaneous	Y	25	30	N	N
69.1	Religious activities	Y	25	30	N	N
70	Cultural, entertainment, and recreational					
71	Cultural activities	25	30	N	N	N
71.2	Nature exhibits	Y ¹	N	N	N	N
72	Public assembly	Y	N	N	N	N
72.1	Auditoriums, concert halls	25	30	N	N	N
72.11	Outdoor music shells, amphitheaters	N	N	N	N	N
72.2	Outdoor sports arenas, spectator sports	Y ⁷	Y ⁷	N	N	N
73	Amusements- fairgrounds, miniature golf, driving ranges; amusement parks, etc.	Y	Y	N	N	N
74	Recreational activities (including golf courses, riding stables, water recreation)	Y	25	30	N	N

75	Resorts and group camps	Y	25	N	N	N
76	Parks	Y	25	N	N	N
79	Other cultural, entertainment, and recreation	Y	25	N	N	N
80	Resource production and extraction					
81	Agriculture (except livestock)	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
81.5	Livestock farming and breeding	Y ⁸	Y ⁹	N	N	N
81.7	Animal breeding	Y ⁸	Y ⁹	N	N	N
82	Agricultural related activities	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
83	Forestry activities	Y ⁸	Y ⁹	Y ¹⁰	Y ^{10,11}	Y ^{10,11}
84	Fishing activities	Y	Y	Y	Y	Y
85	Mining activities	Y	Y	Y	Y	Y
89	Other resources production or extraction	Y	Y	Y	Y	Y

KEY TO TABLE 2. LAND USE COMPATIBILITY AND NOISE EXPOSURE

SLUCM - Standard Land Use Coding Manual, U.S. Department of Transportation

Y (Yes) - Land uses and related structures are normally compatible without restriction.

N (No) - Land uses and related structures are not normally compatible and are prohibited.

Y^x - Yes with restrictions. The land uses and related structures are generally compatible; however, see notes indicated by the superscript.

N^x - No with exceptions. The land uses and related structures are generally incompatible; however, see notes indicated by the superscript.

25, 30, or 35 - The numbers refer to noise level reduction (NLR) levels. NLR (outdoor to indoor) is achieved through the incorporation of noise attenuation into the design and construction of a structure. Land use and related structures are generally compatible; however, measures to achieve NLR of 25, 30, or 35 must be incorporated into design and construction of structures. However, measures to achieve an overall noise reduction do not necessarily solve noise difficulties outside the structure and additional evaluation is warranted. Also, see notes indicated by superscripts where they appear with one of these numbers.

DNL - Day-Night Average Sound Level

NOTES FOR TABLE 2. LAND USE COMPATIBILITY AND NOISE EXPOSURE

1. General

a. Although local conditions regarding the need for housing may require residential use in these zones, residential use is discouraged in DNL 65-69 and strongly discouraged in DNL 70-74. The absence of viable alternative development options shall be determined and an evaluation shall be conducted locally prior to local approvals indicating that a demonstrated community need for the residential use would not be met if development were prohibited in these zones. Existing residential development is considered as pre-existing, nonconforming land uses.

b. Where the community determines that these uses must be allowed, measures to achieve outdoor to indoor NLR of at least 25 decibels (dB) in DNL 65-69 and 30 dB in DNL 70-74 shall be incorporated into building codes and be considered in individual approvals; for transient housing, an NLR of at least 35 dB shall be incorporated in DNL 75-79.

c. Normal permanent construction can be expected to provide an NLR of 20 dB, thus the reduction requirements are often stated as 5, 10, or 15 dB over standard construction and normally assume mechanical ventilation, upgraded sound transmission class ratings in windows and doors, and closed windows year round. Additional consideration shall be given to modifying NLR levels based on peak noise levels or vibrations.

d. NLR criteria will not eliminate outdoor noise problems. However, building location, site planning, design, and use of berms and barriers can help mitigate outdoor noise exposure particularly from ground level sources. Measures that reduce noise at a site shall be used wherever practical in preference to measures that only protect interior spaces.

2. Measures to achieve a NLR of 25 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

3. Measures to achieve a NLR of 30 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

4. Measures to achieve a NLR of 35 must be incorporated into the design and construction of portions of these buildings where the public is received, office areas, noise sensitive areas, or where the normal noise level is low.

5. If a projector proposed development is noise sensitive, use indicated NLR; if not, land use compatible without NLR.
6. Buildings are not permitted.
7. Land use is compatible provided special sound reinforcement systems are installed.
8. Residential buildings require a NLR of 25.
9. Residential buildings require a NLR of 30.
10. Residential buildings are not permitted.
11. Land use that involves outdoor activities is not recommended, but if the community allows such activities, hearing protection devices should be worn when noise sources are present. Long-term exposure (multiple hours per day over many years) to high noise levels can cause hearing loss in some unprotected individuals.

50.12.5 Noise level reduction.

Prior to the issuance of a building permit for a new structure in the Airport Overlay District shown on ~~Table 1 Permitted Uses and Required Noise Level Reductions~~ **Table 2 Land Use Compatibility and Noise Exposure**, a qualified professional satisfactory to the Inspections Department shall certify that the design standards, construction standards and/or materials used to construct the structure will achieve **the required noise level reduction as identified in Table 2.** ~~at least outside to inside noise reduction level of at least 25 decibels in the 65 noise contour, 30 decibels in the 70 noise contour and 35 decibels in the 75 contour and above if the structure allowed to be built has a number indicating a reduction in interior noise is required and if there is a question of sound level in the proposed structure.~~

50.12.6 Required approvals.

The construction standards of this ordinance shall be applied to plans and specifications for any proposed structure or use in the Airport District. The Wayne County Building Inspections office shall issue a building permit only when the applicant can establish that noise level requirements of this ordinance shall be met prior to the occupancy or use of a building hereafter erected, altered, or moved and/or prior to the change of use of any building or land.

None of the provisions of the Airport Overlay District shall be construed to prohibit the continuance, expansion or reestablishment under current law of any existing use. The noise level reduction design standards apply only to new structures and/or new uses of land and not to structure additions.

50.12.7 Approval procedures.

All development activity regulated by the provisions of the Airport Overlay District are also required to follow all applicable general land use regulations of the County of Wayne.

Each application for a development permit shall be accompanied by a plat or site plan, drawn to scale, showing accurate dimensions of the lot to be built upon, accurate dimensions of the building to be erected and its location on the lot. In addition, in the Airport District, the applicant shall submit detailed cross sections of exterior walls, roofs, ceilings, etc., manufacturers' specification of windows, doors, skylights etc. and details of the heating, air

conditioning and ventilation sufficient for the building inspection department to determine compliance with the provision of this section,

50.12.8 Approval criteria.

Development in the Airport **Overlay** District must meet all the applicable regulations of the general or special use district in which the property is located.

In addition, the approval criteria shall include the permitted uses and the corresponding noise level reduction requirements of the Airport **Overlay** District found in the ~~table of Permitted Uses and Required Noise Level Reductions~~ **Table 2 Land Use Compatibility and Noise Exposure**.

~~50.12.9 Maximum population density requirements.~~

~~The maximum population density requirements shall apply to uses other than residential and churches. The underlying zoning minimum lot size controls residential density. Uses are compatible if they do not result in a gathering of individuals in an area that would result in an average density or greater than 25 persons per acre during a 24 hour period, not to exceed 50 persons per acre at any time.~~

~~Average densities of persons per hour during a 24-hour period are determined by calculating the number of persons per acre expected on a site; multiplying by the number of hours they will be on the site, and dividing the total by 24.~~

~~Example # 1. One 8-hour shift of 30 workers on a one-acre site.~~

~~Average density = 30 persons expected × 8 hours on site = 240~~

~~Then 240/24 = 10; Therefore average density = 10 persons per acre per hour per a 24-hour period.~~

~~Example # 2. Two 8-hour shifts of 30 workers on a one-acre site.~~

~~Average density = 30 persons expected × 16 hours on site = 480~~

~~Then 480/24 = 20; Therefore average density = 20 persons per acre per hour per a 24-hour period.~~

~~The maximum density of persons allowed per acre per hour is calculated by dividing the number of hours persons will be on site by 24 hours, and then dividing 25 persons per acre per hour by the result. The resulting number is the maximum number of persons allowed per acre per hour, provided it does not exceed 50. Fifty persons per acre at any one time is the maximum number of persons allowed under this standard.~~

~~Example. Maximum density for two 8-hour shifts on a one-acre site.~~

~~25 divided 16/24 = 37. 5 persons per acre per hour allowed.~~

~~The following table specifies the maximum persons per acre per hour for the duration of the time that persons are expected to be on site during a 24-hour period.~~

TABLE 2

Hours of Operation Per Day	Maximum Persons Allowed Per Acre During Each Hour
----------------------------	---

24	25
23	26
22	27
21	28
20	30
19	31
18	33
17	35
16	37
15	40
14	42
13	46
12 or less	50*

Note: Fractions in the "Maximum Persons Allowed" column are rounded to the lowest whole number.

*Concentration of people may not exceed 50-people/acre at any time.

50.12.109 Notice and disclosure to purchasers/lessees required.

The current Airport Overlay District including noise level contours and accident potential zones shall be indicated on any preliminary or final subdivision plat, master plan, site specific development plan or any other document filed as part of any approval process with the County of Wayne Planning Department after the effective date of this ordinance.

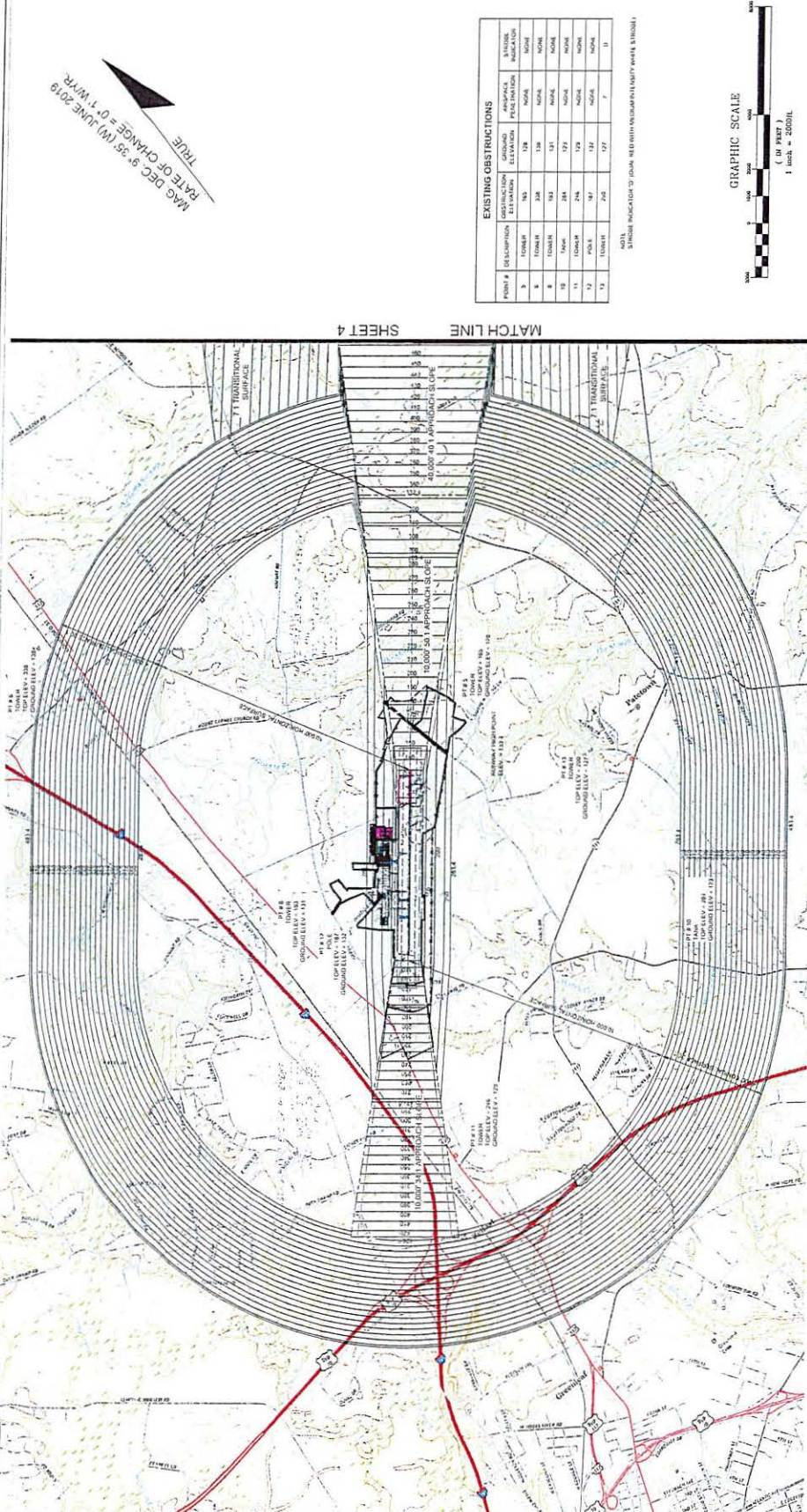
The following notice must appear on any of the above referenced plans or documents:

Property shown on this plan/plat is within the County of Wayne Airport Overlay District. All or a portion of the property described hereon is within an area with an average noise level near to or exceeding 65 dnl **DNL**.

50.12.1110 Definitions.

1. DNL: The A-weighted average sound level in decibels during a 24-hour period with a 10-decibel weighting applied to nighttime sound levels.
2. Noise level reduction: Difference in decibels, between the noise level outside a building as shown on the Airport Overlay District Map and the noise level inside a designated room in the building that was caused by exterior noise.
3. Noise Zone: Any area of land or water that is between two noise contour lines.
4. Occupied Rooms: Rooms within an enclosed structure that are, or may reasonably be expected to be used for human activities, which involve speech communications, sleeping, eating, listening to live, recorded or broadcast music or speech, or regular usage of telephones.
5. STC—Sound transmission class: A single figure rating of the sound insulating properties of a partition as determined by methods described in "Determination of Sound Transmission Class," American Society of Testing and Materials Designation E413-73.

PLANNING DOCUMENT - FINAL



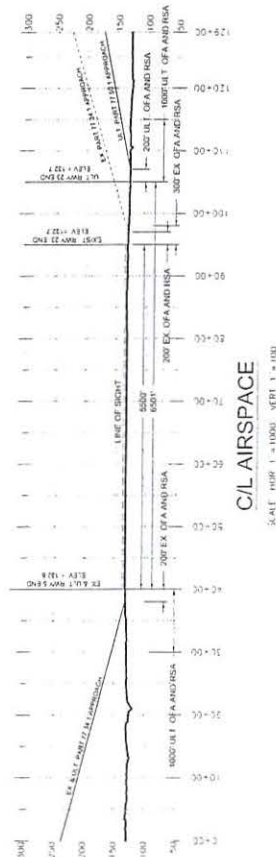
EXISTING OBSTRUCTIONS					
POINT #	DESCRIPTION	OBSTRUCTION ELEVATION	GROUND ELEVATION	APPROXIMATE PIT DEPTH	3 INCH INDICATION
5	100614	165	128	NOGL	NOGL
6	100614	348	138	NOGL	NOGL
8	100614	593	131	NOGL	NOGL
10	Yard	284	129	NOGL	NOGL
11	100614	244	129	NOGL	NOGL
12	POLE	167	132	NOGL	NOGL
52	100614	202	127	NOGL	NOGL
53					11

1011



MOSES

- DESTRUCTION DATA EXTRACTED FROM DIGITAL OBSTACLE FILE
FOR COLEMAN'S GEOGRAPHICAL INFORMATION SERVICES ON
SEPTEMBER 14, 2015.
- FOR COLEMAN'S OBSTACLES REFER TO: NORTH APPROACH AND
DEPARTURE SURFACE PLANS. ALL OTHER SURFACE OBSTACLES
ARE SHOWN HERE.
- USING 7.5 MINUTE QUAD MAP WAS USED TO PREPARE THIS PLAN.
- WASING COUNTY CURRENTLY HAS ZONING RESTRICTIONS IN PLACE
TO PROTECT THE AIRSPACE OF THE AIRPORT. THE ZONING
THE CODE OF ORDINANCES OF WAYNE, NORTH CAROLIA
APPENDIX A - ZONING, ARTICLE V, SECTION 508
- PLANET DISCONTIGUOUS WERE OBTAINED JANUARY 2019 BY GFI



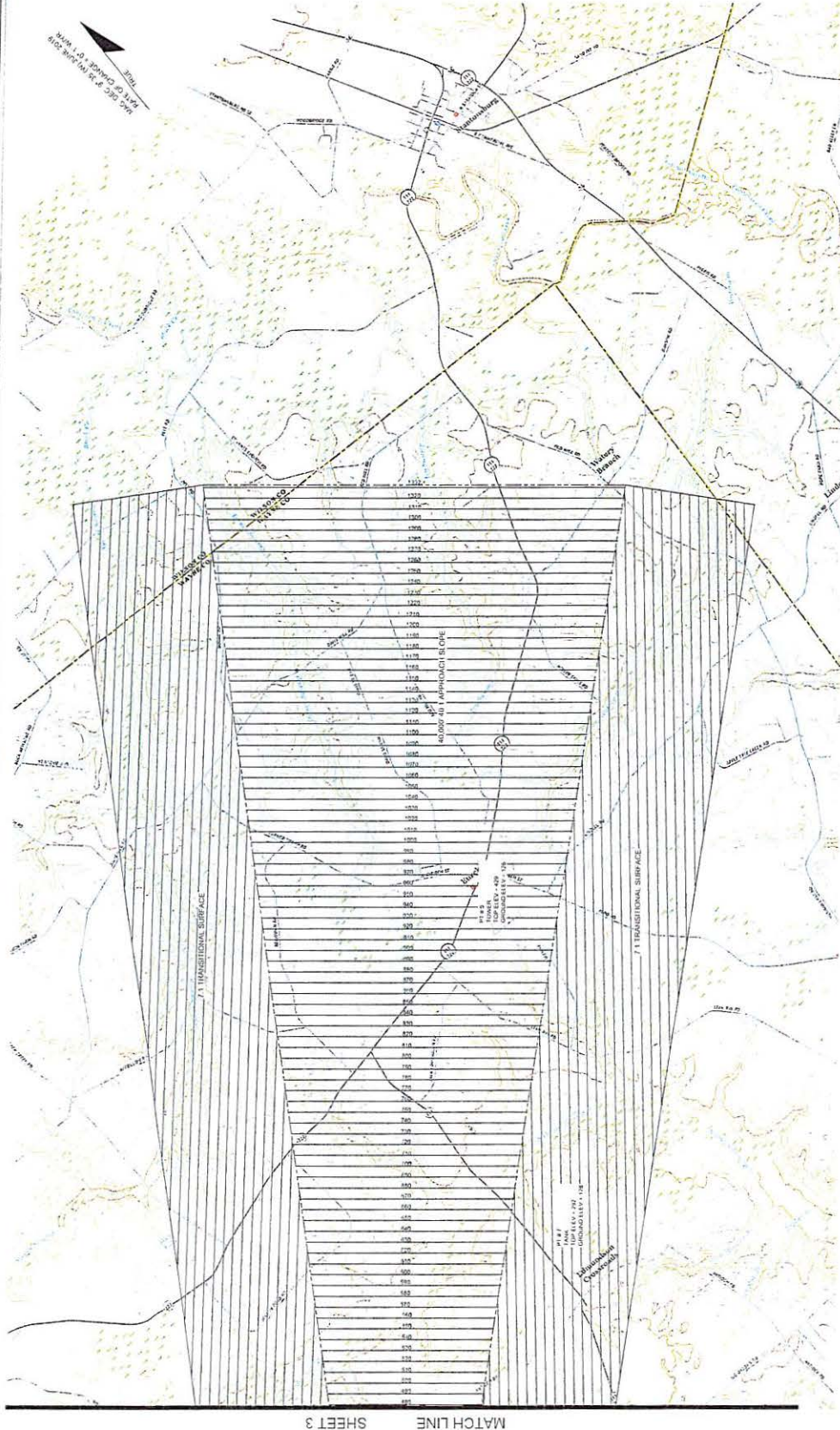


NO.	DATE	DESCRIPTION

PROJECT NAME
WAYNE EXECUTIVE JETPORT (GMM)
AIRPORT LAYOUT PLAN
PIKEVILLE, NORTH CAROLINA
DRAWING TITLE
AIRSPACE PLAN

PROJ. NO. 1700
PROJ. DATE 12-12-2019
DRAWN BY JEN
CHECKED BY JEN
DRAWING NUMBER
4 OF 14
WKG PROJ. NO. 20170259.00.RA

PLANNING DOCUMENT - FINAL



- NOTES:
1. OBSTRUCTION DATA EXTRACTED FROM DODAT OBSTACLE FILE RELEASED BY FAA AERONAUTICAL INFORMATION SERVICES ON SEPTEMBER 14, 2019.
 2. FOR CLOSE-IN OBSTRUCTIONS REFER TO "INHER APPROACH OBSTACLE" SECTION. ALL OTHER OBSTRUCTIONS ARE SHOWN HERE.
 3. 15% / 1.5 MINUTE GRID GAP WAS USED TO PREPARE THIS PLAN.
 4. NOTE: OBSTACLE HEIGHT AND HAZARD RESTRICTION ZONING IS IN PLACE (AIRPORT ZONING CODE WITHIN THE AIRFIELD DEVELOPMENT ZONING).
 5. PLANNING/PLANS/CONTIGUOUS WERE OBTAINED JANUARY 2019 BY G.H.

EXISTING OBSTRUCTIONS					STATUS	
POINT #	DESCRIPTION	OBSTRUCTION ELEVATION	OBSTRUCTION ELEVATION	OBSTRUCTION ELEVATION	INDICATOR	INDICATOR
1	TOUR 4	250	100	100	100	100
2	TOUR 4	250	100	100	100	100
3	TOUR 4	250	100	100	100	100

DEPARTMENT OF THE AIR FORCE

LEASE TO

Wayne County, North Carolina

AT

Seymour Johnson Air Force Base

Goldsboro, North Carolina

(hereinafter referred to as the "Installation")

TABLE OF CONTENTS

PREAMBLE1

RECITAL.....1

BASIC TERMS2

1. TERM2

2. RENT.....2

3. CORRESPONDENCE3

4. USE OF LEASED PREMISES4

5. DEFAULT, REMEDIES, AND TERMINATION4

OPERATION OF THE PREMISES6

6. EASEMENTS AND RIGHTS OF WAY6

7. CONDITION OF LEASED PREMISES7

8. MAINTENANCE OF LEASED PREMISES7

9. TAXES.....7

10. INSURANCE7

11. ALTERATIONS.....10

12. COSTS OF UTILITIES/SERVICES.....11

13. RESTORATION11

CHANGES IN OWNERSHIP OR CONTROL.....11

14. TRANSFER OR ASSIGNMENT.....11

15. LIENS AND MORTGAGES.....12

ENVIRONMENT12

16. GENERAL12

17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT13

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT14

19. HISTORIC PRESERVATION15

20. INSTALLATION RESTORATION PROGRAM (IRP)15

21. ENVIRONMENTAL BASELINE SURVEY/CONDITION OF PROPERTY16

GENERAL PROVISIONS17

22. GENERAL PROVISION.....17

23. SPECIAL PROVISIONS.....19

24. RIGHTS NOT IMPAIRED19

25. APPLICABLE LAWS20

26. AVAILABILITY OF FUNDS21

27. CONGRESSIONAL REPORTING.....21

28. AMENDMENTS.....22

29. GENERAL INDEMNIFICATION BY LESSEE22

30. ENTIRE AGREEMENT22

31. SECTION HEADINGS.....23

32. RESERVED23

33. PRIOR AGREEMENTS.....23

34. LIST OF EXHIBITS.....23

DEPARTMENT OF THE AIR FORCE

LEASE OF PROPERTY

AT SEYMOUR JOHNSON AFB, GOLDSBORO, NORTH CAROLINA

PREAMBLE

THIS LEASE OF PROPERTY ("Lease") is made by and between THE UNITED STATES OF AMERICA, acting by and through THE SECRETARY OF THE AIR FORCE (the "Government") and **Wayne County**, a county created under the laws of the state of **North Carolina**, with offices located at **224 E Walnut Street, Goldsboro, NC 27530** ("Lessee"). The Government and the Lessee may sometimes be referred to jointly as the "Parties," and each separately may be referred to as a "Party."

RECITAL

The Secretary of the Air Force, under authority contained in 10 U.S.C. § 2667, has determined that: (i) the Leased Premises (as defined below), are not excess property as defined by the Federal Property and Administration Services Act of 1949, as amended (40 U.S.C. § 102(e)), and are not at this time needed for other public use; (ii) a lease of the Leased Premises is advantageous to the United States; and (iii) a lease of the Leased Premises on the terms set forth in this Lease is in the public interest.

NOW, THEREFORE, the Government, by virtue of the authority conferred by law, for the consideration set out below, hereby leases to the Lessee and the Lessee hereby agrees to lease from the Government, the real property as more specifically shown on the map in Exhibit A and described by legal description in Exhibit B to this Lease (the "Leased Premises"), which consists of **1 acre of land located along East Elm Street within the northern boundary of the installation adjacent to the Berkeley Gate and Seymour Johnson AFB Visitors Center with no current permanent structures. Proposed use of the Leased Premises is to fence, construct, maintain, and operate an Emergency Medical Services (EMS) Station including but not limited to a new EMS Station and supporting infrastructure.**

AND GRANTS TO LESSEE the right to gain access to the Leased Premises through an adjacent public street known as **East Elm Street** and through a route or routes designated from time to time by the Government including use of streets, driveways, sidewalks, and walkways on the Installation for purposes of pedestrian and vehicular ingress and egress to and from the Leased Premises which lead to the Leased Premises. The Government reserves the right to change, modify, eliminate, or temporarily close any portion or portions of streets, driveways, sidewalks, walkways, and internal portions of the area. Provided, however, the Government agrees that it will not change, modify, eliminate, or temporarily close such streets, driveways, sidewalks, walkways, and internal portions of the area in a manner that unreasonably interferes with Lessee's use or value of the Leased Premises under this Lease.

RESERVING, HOWEVER, unto the Government general access over, under, across, and through the Leased Premises for the purposes of, including, but not limited to, Installation security and accessing, using, operating, and maintaining any Government real or personal property, facilities, fixtures, equipment, utilities, or the like located on, beneath, or adjacent to the Leased Premises.

BASIC TERMS

THIS LEASE is granted subject to the following conditions:

1. TERM

1.1. Term. The term of this Lease shall be **25** years commencing **01 Dec 2024** (“Commencement Date”) and ending **30 Nov 2049** (“Expiration Date”) unless sooner terminated. The period from the Commencement Date through the Expiration Date shall be referred to as the “Lease Term”.

1.2. Delivery of Possession. The Government shall deliver, and the Lessee shall accept possession of the Leased Premises on the Commencement Date.

1.4. Lease Renewal. Lessee shall have the right to renew this Lease at the end of the Lease Term for an additional **25-year** term (“Lease Renewal”), provided the Lessee is not in default of any of its obligations under this Lease. The terms and conditions of the Lease during the Lease Renewal shall be the same terms and conditions contained in this Lease with the exception of rent and any changes to comply with changes to Applicable Law (defined below). Lessee shall notify the Government of its intent to renew the Lease twelve (12) months prior to the Expiration Date. Lessee’s failure to timely notify the Government of its intent to renew the Lease or failure on the part of the Parties to reach agreement on rent for the Lease Renewal within three (3) months of the Expiration Date shall result in termination of this Lease on the Expiration Date.

1.5. Holdover Tenancy. Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Lessee fails or refuses to vacate and surrender the Leased Premises upon the Expiration Date, the Government, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease, except that rent for such month-to-month tenancy shall be the fair market rental value of the Leased Premises at the time of holdover tenancy as determined by the Government. The terms and conditions of Section 1.4 shall survive expiration or earlier termination of this Lease. Upon the Expiration Date, the Government, in its sole and absolute discretion, may also elect to not renew or extend the term of Lessee’s tenancy.

2. RENT

Base Rent. The Government shall receive rent (“Base Rent”) in the form of in-kind consideration equal to the amount of determined fair market rental value. The Parties hereby agree that the value of the in-kind consideration is **Four Hundred Fifty-Eight Thousand and Seventy Seven** dollars **\$458,077.00**; calculated as the cost to contract with Wayne County EMS to station personnel and equipment on the Installation at all times. All in-kind consideration which may be due from this Lease shall be approved and verified on an annual basis through **4 CES/CEIAP**. In the event that Lessee fails to deliver the in-kind consideration within 12 months following issuance of the Notice

To Proceed for construction, the Lessee shall, without any further action or formality, immediately be liable for and shall pay to the Government the agreed upon value of the in-kind consideration in the amount of **Ten Thousand Six Hundred and Eighty** dollars **\$10,680.00** without demand, deduction, or set off.

2.1. Annual Base Rent Increase. Beginning on the first anniversary of the Commencement Date and each anniversary thereafter during the Lease Term, or a Lease Renewal as applicable, the amount of the Base Rent shall be increased by the lesser of (i) three percent (3%) or (ii) an amount corresponding to the rise, if any, in the Consumer Price Index for the prior twelve-month period ("CPI Adjustment"). As used herein, "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City Average, All Items, published by the United States Department of Labor, Bureau of Labor Statistics (or such comparable index as may be utilized in substitution for or as the successor to the Consumer Price Index).

2.2. Late Charges and Default Interest. (This section not used) .

2.3. Rent Payments. All Rent shall be paid without deduction, offset, prior notice, or demand as directed pursuant to this Lease.

3. CORRESPONDENCE

3.1. Notices. Any notices pursuant to this Lease shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered, or certified mail, return receipt requested, or (d) email, in each case addressed as follows:

If to the Lessee:

Wayne County Manager
PO Box 227 Goldsboro, NC 27533

With Copy To:

Wayne County Attorney
PO Box 227, Goldsboro, NC 27533

If to the Government:

DEPARTMENT OF THE AIR FORCE
Seymour Johnson AFB
1510 Wright Brothers Avenue, SJAFB, NC 27531

With a copy to:

DEPARTMENT OF THE AIR FORCE
AFCEC/CIT
2261 Hughes Ave., Suite 155
JBSA Lackland, TX 78236-9853

4. USE OF LEASED PREMISES

4.1. Permitted Uses. Premises will be utilized for the fencing, construction, maintenance, and operation of an EMS Station by Wayne County North Carolina to serve the residents of Wayne County, the City of Goldsboro, and Seymour Johnson AFB. Initial construction will provide a 2-bay EMS Station and associated infrastructure and for no other purposes, subject, however, to all applicable provisions of this Lease. Lessee's use of the Leased Premises shall comply, at Lessee's sole cost and expense, with all Applicable Laws, (as defined below). The Lessee shall not use or occupy the Leased Premises in any manner that is unlawful, dangerous, or that results in waste, unreasonable annoyance, or a nuisance to the Government.

4.2. Government Right of Access. Any agency of the United States, its officers, agents, employees, contractors, and subcontractors may enter upon the Leased Premises at all times for any purposes not inconsistent with the Lessee's quiet use and enjoyment thereof under this Lease, including but not limited to confirming compliance by the Lessee with the terms of this Lease. The Government normally will enter the Leased Premises during regular business hours and give the Lessee at least twenty-four (24) hours prior notice of its intention to do so, unless it determines the entry is required for safety, environmental, operations, or mission security purposes. The Lessee shall have no claim against the United States regarding any entries into the Leased Premises by the Government or any officer, agent, employee, contractor, or subcontractor. Government acknowledges and agrees that any entry upon the Leased Premises by Government, its employees, agents, contractors or representatives shall be at their own risk, and in no event shall Lessee be liable to Government or any such person for any personal injury, loss of life or property damage resulting from or occasioned by their entry onto the Leased Premises, except to the extent arising from or caused by the negligent or willful acts of Lessee. Upon entry of the Leased Premises, Government, its employees, agents, contractors, and representatives shall refrain from accessing or otherwise inspecting information in possession of Lessee which may be considered confidential under state or federal law.

5. DEFAULT, REMEDIES, AND TERMINATION

5.1. Events of Default. Any one or more of the following shall constitute an event of default ("Event of Default") under this Lease by the Lessee:

5.1.1. Except in the event of an Excusable Delay (as defined below), Lessee's failure to comply with any provision of this Lease, where such failure to comply continues for thirty (30) days after delivery of written notice thereof by the Government to the Lessee. If, however, the Government determines that such default is not reasonably susceptible to cure within such thirty (30) day period, the Lessee shall have such longer period as may be approved in writing in advance by the Government. The Government's approval shall not be unreasonably withheld, conditioned or denied, to cure such default so long as the Lessee commences curing such default within the initial thirty (30) day period and diligently prosecutes such cure to completion in accordance with a schedule approved in writing by the Government.

5.1.2. Lessee's failure to pay Rent, when due and such failure remains uncured for a period of ten (10) days after the due date.

5.1.3. The making by Lessee of any general assignment or general arrangement for the benefit of creditors or the commencement by or against Lessee of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, reorganization, or for the readjustment of indebtedness, or the insolvency of the receiver, trustee or custodian; provided, however, that any of the foregoing set forth in this subsection which is commenced by a person other than Lessee shall not constitute an Event of Default if it is discharged within sixty (60) days after it is made.

5.2. Excusable Delay.

5.2.1. No Event of Default shall be deemed to have occurred for any period of time during which an Excusable Delay (as defined below), exists or the Lessee and the Government are attempting to resolve a dispute about an alleged default as provided in Sections 5.1 or 5.2. For an Excusable Delay, the Lessee's period for cure shall be tolled for the period of time that the Excusable Delay exists. For a dispute, if, pursuant to the dispute resolution procedures set forth in Section 5.5, a default is determined to have occurred, the Lessee's period for cure shall not begin until the day after the final decision on the dispute is issued, and such default shall not become an Event of Default until any applicable cure period has expired.

5.2.2. The Government and Lessee shall be excused from performing an obligation or undertaking provided for in this Lease, and the period for the performance of any such obligation or undertaking shall be extended for a period equivalent to the period of such delay, so long as such performance is prevented or unavoidably delayed or hindered by an act of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob; violence; sabotage; act of terrorism; epidemic; pandemic, or quarantine; inability to procure or a general shortage of, labor, equipment, facilities, materials, or supplies in the open market; failure or unavailability of transportation, strike, lockout, action of labor unions; a taking by eminent domain, requisition, laws, orders of government, or of civil, military, or naval authorities (but only such orders of a general nature pertaining to the Leased Premises and comparable properties in the State where the Leased Premises are located; governmental restrictions (including, without limitation, access restrictions imposed by the Government and arising without fault or negligence on the part of the Lessee that significantly hinder the Lessee's ability to access the Leased Premises and perform its obligations under a development plan, if any, in a timely manner); required environmental remediation; or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control, and without the fault or negligence of, the Government or the Lessee, as the case may be, and/or any of their respective officers, agents, servants, employees, and/or any others who may be on the Leased Premises at the invitation of the Lessee, or the invitation of any of the aforementioned persons, specifically excluding, however, delays for adjustments of insurance and delays due to shortage or unavailability of funds (collectively, "Excusable Delays"). Nothing contained in this Section shall excuse the Lessee from the performance or satisfaction of an obligation under this Lease that is not prevented or delayed by the act or occurrence giving rise to an Excusable Delay.

5.3. Termination. This Lease may be terminated as follows:

5.3.1. The Government may terminate this Lease without cost or liability to the Government upon written notice to the Lessee that an Event of Default exists and remains uncured in accordance with the terms and conditions of Section 5.1. Such notice shall be referred to as a "Default Termination Notice" and shall be effective as of the date specified therein, which shall be at least five (5) but not more than thirty (30) days after its receipt by the Lessee.

5.3.2. Either the Government or the Lessee may terminate this Lease upon written notice to the other Party in the event of extensive damage or destruction of all or part of the Leased Premises.

5.3.3. The Secretary of the Air Force may terminate this Lease at will.

5.4. Lessee Waiver of Suits and Claims. The Lessee hereby waives any claims or suits against the Government arising out of any termination of this Lease pursuant to Section 5.3.

5.5. Disputes.

5.5.1. Except as otherwise provided in this Lease, any dispute between the Government and the Lessee arising under or related to this Lease involving \$10,000 (exclusive of interest) or less shall be decided by the Air Force Civil Engineer Center (AFCEC) Director ("Director") of the Installations Directorate (AFCEC/CI). The Director shall reduce his or her decision to writing and mail or otherwise furnish a copy to the Lessee. With respect to any such dispute, the Lessee agrees that the decision of the Director shall be final and conclusive and shall not be appealable or otherwise subject to challenge.

5.5.2. The Lessee and the Government agree that the following procedures constitute the administrative procedures that must be exhausted with respect to any dispute arising under or related to this Lease involving more than \$10,000 (exclusive of interest) before the Lessee or the Government may pursue any other remedy that is available to it pursuant to this Lease or law.

5.5.2.1. Any dispute involving more than \$10,000 (exclusive of interest) shall be decided by the Director of AFCEC/CI. The Director shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Director shall be final and conclusive unless, within thirty (30) calendar days from the date of receipt of the decision, the Lessee appeals the decision, by certified mail, to the Deputy Assistant Secretary of the Air Force (Installations) (SAF/IEI) and delivers a copy of its appeal to the Director by certified mail.

5.5.2.2. SAF/IEI shall render a decision by a date mutually agreed upon by the Parties. Either Party shall have the right to appeal the decision of SAF/IEI or his or her authorized representative to a court of competent jurisdiction in a timely manner; otherwise, the decision of SAF/IEI shall be final.

OPERATION OF THE PREMISES

6. EASEMENTS AND RIGHTS OF WAY

6.1. Lease Subject to Existing Easements. This Lease shall be subject to all existing easements, rights in the nature of easements, rights of way, licenses, and other property rights and

interests (collectively, "Outgrants"), whether of public record or not, for any purpose with respect to the Leased Premises. A non-exclusive list of the Outgrants is attached as Exhibit C. The Government shall have the right to reserve unto itself, or to grant to third parties, additional Outgrants. However, any such additional Outgrants shall not unreasonably interfere with the Lessee's use of the Leased Premises.

7. CONDITION OF LEASED PREMISES

7.1. Condition of Premises. The Lessee has inspected and accepts the condition and state of repair of the Leased Premises. It is understood and agreed that the Leased Premises are leased "**AS-IS, WHERE-IS WITH ALL FAULTS**", without any representation or warranty by the Government and without obligation on the part of the Government to make any alterations, repairs, or additions.

7.2. Physical Condition Report. A physical condition report ("PCR") has been jointly prepared and signed by representatives of the Government and the Lessee and is attached as Exhibit D. The PCR sets forth the agreed physical appearance and condition of the Leased Premises on the Commencement Date as determined from a joint inspection by the Parties. A separate PCR for the Leased Premises will be prepared by the Government, within ten (10) business days after the expiration or earlier termination of this Lease ("Final PCR"). The Final PCR will be used by the Government to determine whether the Lessee has fulfilled its obligations to maintain and restore the Leased Premises under this Lease, including without limitation, Section 13 and Section 16.

8. MAINTENANCE OF LEASED PREMISES

8.1. Maintenance of Leased Premises. The Lessee, at no expense to the Government, shall at all times preserve, maintain, repair, and manage the Leased Premises, Leased Premises Improvements, and Lessee Equipment in good, safe, and sanitary condition in accordance with this Lease and acceptable to the Government.

8.2. Damage to Government Property. If the Lessee damages or destroys any real or personal property of the Government, then the Lessee shall promptly repair or replace such real or personal property to the reasonable satisfaction of the Government. In lieu of such repair or replacement, the Lessee shall, if so required by the Government, pay to the Government money in an amount sufficient to compensate for the loss sustained by the Government by reason of damage or destruction of Government property, including natural resources.

9. TAXES

9.1. Lessee Payment of Taxes. The Lessee shall pay to the proper authority, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the Lease Term may be imposed on the Lessee or the Leased Premises.

10. INSURANCE

10.1. Risk of Loss. The Lessee shall, in any event and without prejudice to any other rights of the Government, bear all risk of loss or damage or destruction to the Leased Premises, including

any buildings, improvements, fixtures, or other property thereon, arising from any causes whatsoever, with or without fault by the Government; provided, however, the Government shall not be relieved of responsibility for loss or damage that is solely the result of the gross negligence or willful misconduct of the Government to the extent such loss or damage is not covered by coverage of insurance required under this Lease.

10.2. Insurance Coverage. At all times during the Lease Term, the Lessee must, at no expense to the Government, carry and maintain, and as appropriate, require any contractor performing work on the Leased Premises to carry and maintain, the following at no expense to the Government, the following insurance coverages:

10.2.1. Property insurance coverage against loss or damage by open perils or its equivalent, including fire, in an amount not less than One Hundred Percent (100%) of the full replacement cost of Grantee's building improvements, improvements to the land, fixtures, and personal property on the Premises. The policies of insurance carried in accordance with this Condition shall contain a "Replacement Cost Endorsement." Such full replacement cost shall be determined from time to time, upon the written request of the Government or the Grantee, but not more frequently than once in any twenty-four (24) consecutive calendar month period (except in the event of substantial changes or alterations to the Premises undertaken by the Grantee as permitted under the provisions of the Lease).

10.2.1.1. If the Leased Premises are located in an area that is prone to suffer property loss and damage due to earthquake, flood, windstorm, or rainstorm, a special risks or perils endorsement from a commercial insurer or from a State or Federal Program, in such amounts and with such limitations and retentions satisfactory to the Government.

10.2.2. Commercial general liability insurance, on an occurrence basis, insuring against claims for bodily injury, death and property damage, occurring upon, in or about the Leased Premises, including any building thereon and sidewalks, streets, passageways and interior space used to access the Leased Premises. Such insurance must be effective at all times throughout the Lease Term, with limits of not less than single limit minimum coverage of \$5 million each occurrence and \$10 million aggregate, and include coverage for fire, legal liability, and medical payments. This coverage may be provided under primary liability and umbrella excess liability policies.

10.2.2.1. An ISO business auto policy or its equivalent, covering bodily injury, death and property damage arising from covered auto Symbol 1 ("any auto") or its equivalent, with limits of at least \$5 million each occurrence. All liability policies shall be primary and non-contributory to any insurance maintained by the Government.

10.2.3. If there is an airport operator on the Leased Premises, airport operator's liability insurance, including, but not limited to, insurance against contractual liability assumed under this Lease by the Lessee, with respect to claims or causes of action arising in connection with the use of the Leased Premises and improvements thereon as an airfield or airport, affording protection with limits of liability of \$100 million.

10.2.4. If and to the extent required by law, Workers' compensation or similar insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against the Government or the Lessee, in form and amounts required by law (statutory limits), and employers' liability, with limits of \$5 million each coverage and policy limit.

10.3. General Requirements. All insurance required by this Lease shall be: (i) effected under valid and enforceable policies, in such forms and amounts required under this Lease; (ii) underwritten by insurers authorized to underwrite insurance in the State where the Leased Premises are located, and must have a rating of at least B+ by the most recent edition of *Best's Key Rating Guide*; (iii) provide that no reduction in amount or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by the Government of written notice thereof; (iv) provide that any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon ten (10) days' written notice to the Government; (v) provide that the insurer shall have no right of subrogation against the Government; and (vi) be reasonably satisfactory to the Government in all other respects. The Government shall appear in all policies as **4 CES/CEIAP, 1095 Peterson Ave, Seymour Johnson AFB, NC 27531 ATTN: Installation Real Property Officer**. In no circumstance will the Lessee be entitled to assign to any third-party rights of action that the Lessee may have against the Government. The Lessee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by the Lessee or contractor under this Lease will constitute a failure to comply with the terms of the Lease, and the Government shall have the right to terminate the Lease upon receipt of any such cancellation notice, but only if the Lessee fails to cure such noncompliance to the extent allowed.

10.4. Commercial general liability and business auto liability insurance required pursuant to this Lease shall be maintained for the limits specified and shall provide coverage for the mutual benefit of the Lessee and the Government as an additional insured with equal standing with the named insured for purposes of submitting claims directly with the insurer. Property policies will provide for the Government as a loss payee to the same coverage as the named insured.

10.5. Evidence of Insurance. The Lessee shall deliver or cause to be delivered upon execution of this Lease (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Lease), at the Government's option, a certified copy of each policy of insurance required by this Lease, or a certificate of insurance evidencing the insurance and conditions relating thereto required by this Lease, in a form acceptable to the Government, and including such endorsements necessary.

10.6. Damage or Destruction of Premises. In the event all or part of the Premises is damaged (except *de minimis* damage) or destroyed, the Lessee shall promptly give notice thereof to the Government and the Parties shall proceed as follows:

10.6.1. In the event that the Government in consultation with the Lessee determines that the magnitude of damage is so extensive that the Leased Premises cannot be used by the Lessee for its operations and the repairs, rebuilding, or replacement of the Leased Premises cannot reasonably be expected to be substantially completed within three (3) months of the occurrence of the casualty ("Extensive Damage or Destruction of Leased Premises"), either Party may terminate this Lease as provided herein. If this Lease is terminated, any insurance proceeds received as a result of any

casualty loss to the Leased Premises shall be applied to the restoration of the Leased Premises prior to being afforded to the Lessee.

10.6.2. In the event that the Government in consultation with the Lessee shall determine that Extensive Damage or Destruction of the Leased Premises has not occurred, neither Party shall have the right to terminate this Lease. The Lessee shall, as soon as reasonably practicable after the casualty, restore the Leased Premises as nearly as possible to the condition that existed immediately prior to such loss or damage. Any insurance proceeds received as a result of any casualty loss to the Leased Premises shall be applied first to restoring the damaged area and removing any related debris to the reasonable satisfaction of the Government and second, to repairing, rebuilding, and/or replacing the Leased Premises to the reasonable satisfaction of the Government.

10.6.3. Notwithstanding any other provision of this Lease, the Lessee may, with the prior consent of the Government, self-insure any risk for which insurance coverage is required under this Lease; provided, however, that if the Lessee's statutory limits of liability or other impediments to the assumption of liability are less than the limits of insurance required in this Lease, the Lessee shall obtain commercial coverage which is sufficient in amount and nature to satisfy the insurance requirements of this Lease when added to any such self-insurance. In order to obtain the consent of the Government to self-insure, the Lessee shall provide the Government with a writing setting forth the limitations and impediments, if any, to which the Lessee's self-insurance is subject, the Lessee's source of funds to pay any claim from any risk for which insurance is required under this Lease, and any other information which the Government may require to assess the Lessee's request. If commercial insurance is required for any purpose, the total amount of commercial insurance and self-insurance shall meet the dollar limitations provided in this Lease.

11. ALTERATIONS

11.1. Leased Premises Improvements. Lessee shall, at its sole cost and expense, undertake, construct, repair or replace Leased Premises Improvements. Improvements must be pre-approved by the Government, whose approval will not be unreasonably withheld. Improvements must comply with all applicable Federal and state law and regulations.

11.2. Government Approval of Certain Construction Related Matters. All matters of ingress, egress, contractor haul routes, construction activity, and disposition of excavated material in connection with this Lease shall be approved in advance by the Government.

11.3. Lessee Installation of Machinery, Lessee Equipment and Removable Fixtures. During the Lease Term, the Lessee shall have the right at its sole cost and expense, to install such of its own machinery and equipment, to make improvements, and to attach such removable fixtures including but not limited to Lessee Equipment in, on, below or upon the Leased Premises as may be necessary for its use of the Leased Premises pursuant to this Lease; and to remove such machinery, Lessee Equipment, minor improvements, and removable fixtures at any time prior to the expiration or earlier termination by the Lessee of this Lease. In the event of termination of this Lease by the Government, and pursuant to Section 5, the Lessee shall have a reasonable period of time following the effective termination date to remove such property including Lessee Equipment.

11.3.1. The installation of Lessee Equipment shall be done in accordance with existing Federal, State, and local codes, including the National Electrical Code and other codes that directly relate to the construction, installation, operation and maintenance of communication equipment. If codes differ, the more stringent code shall apply.

11.4. Title to Leased Premises Improvements and Lessee Equipment. Subject to Section 13, title to all Leased Premises Improvements and Lessee Equipment shall be vested in the Lessee throughout the Lease Term.

11.5. Airfield Construction. Any new construction or alteration shall comply with any applicable Government requirements, such as clear zones.

12. COSTS OF UTILITIES/SERVICES

12.1. Utilities and Services. The Lessee shall be responsible for all utilities, janitorial services, refuse collection, and building and grounds maintenance of the Leased Premises without cost to the Government.

13. RESTORATION

13.1. Lessee's Removal Obligation. No later than sixty (60) days after the Expiration Date or earlier termination of this Lease, the Lessee shall remove all of the Leased Premises Improvements, Lessee Equipment, and any personal property from the Leased Premises and restore the Leased Premises to the reasonable satisfaction of the Government.

13.2. Government Restoration of Leased Premises. If (i) the Lessee fails, refuses, or neglects to satisfy its removal and restoration obligations pursuant to Section 13, the remaining Lessee Equipment and all Leased Premises Improvements shall at the option of the Government either become property of the Government and/or be removed or destroyed by the Government and the Leased Premises restored at the expense of the Lessee. No claim for damages against the Government, its officers, employees, agents, or contractors shall be created by or accrue on account of such removal and/or destruction and restoration work pursuant to this Section. The Lessee shall reimburse the Government for any expenses it incurs to restore the Leased Premises to the condition required by Section 13 within thirty (30) days after the Government provides written notice to Lessee of the reimbursement amount together with reasonable documentary support for the requested reimbursement amount.

CHANGES IN OWNERSHIP OR CONTROL

14. TRANSFER OR ASSIGNMENT

14.1. Right to Assign. The Lessee shall not assign this Lease or any interest therein in any property on the Leased Premises without the prior written consent of the Government.

14.1.1. Any assignment granted by the Lessee, whether with consent or without consent in violation Section 14.1 above, shall be consistent with all of the terms and conditions of this Lease and shall terminate immediately upon the expiration or any earlier termination of this Lease,

without any liability on the part of the Government to the Lessee or any assignee. Under any assignment made, with or without consent, the assignee shall be deemed to have assumed all of the obligations of the Lessee under this Lease. No assignment shall relieve the Lessee of any of its obligations hereunder including its obligation to pay Rent

15. LIENS AND MORTGAGES

15.1. Prohibition against Lessee Mortgage of Leased Premises. The Lessee shall not: (i) engage in any financing or other transaction creating any mortgage or security interest upon the Leased Premises; (ii) place or suffer to be placed upon the Leased Premises any lien or other encumbrance; (iii) suffer any levy or attachment to be made on the Lessee's interests in the Leased Premises; or (iv) pledge, mortgage, assign, encumber, or otherwise grant a security interest in the Leased Premises or the rents, issues, profits, or other income of the Leased Premises.

ENVIRONMENT

16. GENERAL

16.1. Environmental Permits and Authorizations. The Lessee shall obtain at its sole cost and expense any environmental approvals, permits, other authorizations, or licenses required for its operations under this Lease, independent of any existing environmental approvals, permits, other authorizations, or licenses for the Leased Premises.

16.2. Indemnification. The Lessee shall indemnify, defend, save, and hold harmless the Government from any claims for damages, response, remediation, or other costs, expenses, liabilities, fines, or penalties resulting in any way from releases, discharges, emissions, spills, storage, handling, disposal, or any other acts or omissions by the Lessee, its officers, agents, employees, contractors, subcontractors, or any Sublessees or licensees, or the invitees of any of them, giving rise to Government liability, civil or criminal, or responsibility under Applicable Laws

16.2.1. Section 16.2 shall survive the expiration or termination of this Lease, and the Lessee's obligations under Section 16.2 shall apply whenever the Government incurs costs or liabilities of the types described in Section 16 that result from the Lessee's use of the Leased Premises.

16.3. Government Caused Environmental Damage. Notwithstanding any other provision of this Lease to the contrary, and except as provided in Section 16.3, the Lessee, as between the Parties, does not assume any liability (including liability to third parties) or responsibility for environmental impacts and damage caused by the Government.

16.3.1. Section 16.3 does not relieve the Lessee of any obligation or liability the Lessee might have or acquire with regard to third parties or regulatory authorities by operation of law.

16.3.2. Section 16.3 shall survive the expiration or termination of this Lease.

16.4. Inspections. The Government's rights under this Lease specifically include the right for Government officials to inspect the Leased Premises, upon reasonable notice as provided under Section 4.2, for compliance with Applicable Laws, including environmental laws, rules, regulations, and standards. Such inspections are without prejudice to the right of duly constituted enforcement officials to make such inspections. Violations identified by the Government will be reported to the Lessee and to appropriate regulatory agencies, as required by Applicable Law. The Lessee will be liable for the payment of any fines and penalties that may be imposed as a result of the actions or omissions of the Lessee.

16.5. Lessee Response Plan. The Lessee shall comply with all base plans and regulations for responding to hazardous waste, fuel, and other chemical spills.

16.6. Pesticide Management. Any pesticide use will require prior Government approval. Lessee shall comply with the Installation pesticide and use management program.

16.7. Compliance with Water Conservation Policy. The Lessee will comply with the Installation water conservation policy, as amended from time to time (to the extent that such policy exists and the Lessee receives copies thereof), from the Commencement Date through the Expiration Date.

16.8. Protection of Environment and Natural Resources. The Lessee will use reasonable means available to protect environmental and natural resources, consistent with Applicable Laws and this Lease. Where damage nevertheless occurs, arising from the Lessee's activities, the Lessee shall be fully liable for any such damage.

16.9. Pesticides and Pesticide Related Chemicals in Soil. The Lessee acknowledges that the surface soil on the Leased Premises may contain elevated levels of pesticides and pesticide-related chemicals applied in the normal course of maintaining the Leased Premises. The Lessee shall manage all such soil on the Leased Premises in accordance with the requirements of any Applicable Laws. The Government will not be responsible for injury or death of any person affected by such soil conditions.

17. ASBESTOS-CONTAINING MATERIALS AND LEAD-BASED PAINT

17.1. ASBESTOS-CONTAINING MATERIALS (ACM). The Lessee is notified that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain ACM. The Government is not responsible for any handling, removal or containment of asbestos or ACM, or to the extent consistent with Applicable Laws, for any liability related thereto.

17.2. LEAD-BASED PAINT (LBP). The Lessee recognizes and acknowledges that LBP materials may be present on exterior and interior surfaces of facilities within the Leased Premises or in the soil. The Lessee will be responsible at its sole cost and expense for the management, maintenance, removal and disposal of all LBP either located in or attributable to the Leased Premises Improvements. Removal and disposal of LBP must be carried out in compliance with all Applicable Laws.

17.3. POLYCHLORINATE BIPHENYLS (PCB). The Lessee is notified that the Leased Premises may contain current and former improvements, such as buildings, facilities, equipment, and pipelines, above and/or below the ground, that may contain PCB. The Government is not responsible for any handling, removal or containment of asbestos or PCB, or to the extent consistent with Applicable Laws, for any liability related thereto.

18. SAFETY, HAZARDOUS MATERIALS, AND WASTE MANAGEMENT

18.1. Compliance With Health and Safety Plan. The Lessee agrees to comply with the provisions of any health or safety plan in effect under the IRP (to the extent the Lessee has received notice thereof), or any hazardous substance remediation or response agreement of the Government with environmental regulatory authorities (to the extent the Lessee receives notice thereof if the agreement is not of public record) during the course of any of the response or remedial actions described in Section 20.3. Any inspection, survey, investigation, or other response or remedial action will, to the extent practicable, be coordinated with representatives designated by the Lessee. The Lessee and any assignees, licensees, or invitees shall have no claim on account of such entries against the United States or any officer, agent, employee, contractor, or subcontractor thereof, except to the extent permitted under Federal law, including the Federal Tort Claims Act.

18.2. Occupational Safety and Health. The Lessee must comply with all Applicable Laws relating to occupational safety and health.

18.3. Hazardous Materials. The Lessee is subject to restrictions set forth in 10 U.S.C. § 2692.

18.4. Hazardous Waste. The Lessee is subject to all Applicable Laws pertaining to the storage, treatment, and disposal of hazardous or toxic waste. If Applicable Laws have been modified by a permit, the Lessee is subject to any additional permit requirements which apply to the Government fee interest.

18.5. Hazardous Material and Hazardous Waste Management Plans. To the extent Lessee is authorized an exemption/exclusion from the statutory prohibition in 18.3, the Lessee is required to manage all hazardous materials and wastes in accordance with Government management plans; including, but not limited to spill contingency plans.

18.6. Environmental Regulator Relations. The Lessee is responsible for notifying the Government of any type of communication with Federal, State, or Local environmental regulatory authorities. The Lessee is not authorized to settle any dispute with Federal, State, or Local environmental authorities without the direct involvement and, in turn, written approval of the Government.

18.7. Permits, EPA/State Generator ID Numbers, Fees, Fines, Penalties. When authorized the Lessee is to obtain its own EPA permits, and/or generator ID number. Regardless of whether Lessee does so or is, otherwise on the Government installation EPA ID number, and/or on any

installation/facility permit, the Lessee is expressly liable for the payment of any fees, fines or penalties associated with any violation of an environmental requirement contained in a permit or otherwise levied by a regulator for violation of a environmental rule, regulation or requirement not contained in a permit.

19. HISTORIC PRESERVATION

19.1. The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Leased Premises, the Lessee shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

20. INSTALLATION RESTORATION PROGRAM (IRP)

20.1. IRP Records. On or before the Commencement Date, the Government shall provide the Lessee access to the IRP records applicable to the Leased Premises, if any, and thereafter shall provide to the Lessee a copy of any amendments to or restatements of the IRP records affecting the Leased Premises. The Lessee expressly acknowledges that it fully understands the potential for some or all of the response actions to be undertaken with respect to the IRP may impact the Lessee's quiet use and enjoyment of the Leased Premises. The Lessee agrees that notwithstanding any other provision of this Lease, the Government shall have no liability to the Lessee or its Sublessees should implementation of the IRP interfere with the Lessee's or its Sublessee' use of the Leased Premises. The Lessee shall have no claim or cause of action against the United States, or any officer, agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Lease or otherwise.

20.2. Government Right of Entry. The Government and its officers, agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to the Lessee, to enter upon the Leased Premises for the purposes enumerated in this Section.

20.2.1. To conduct investigations and surveys, including, where necessary, drilling, soil and water samplings, test pitting, testing soil borings, and other activities related to the IRP;

20.2.2. To inspect field activities of the Government and its contractors and subcontractors in implementing the IRP;

20.2.3. To conduct any test or survey related to the implementation of the IRP or environmental conditions at the Leased Premises or to verify any data submitted to the EPA or the State Environmental Office by the Government relating to such conditions; and

20.2.4. To construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. Any investigations and surveys, drilling, test pitting, test soil borings, and other activities undertaken pursuant to this Subsection 20.2.4 shall be conducted in a manner that is as inconspicuous as practicable. Any monitoring wells, pumping wells, and

treatment facilities required pursuant to Section 20.2.4 shall be designed and installed to be as inconspicuous as practicable. The Government shall attempt to minimize any interference with the Lessee's quiet use and enjoyment of the Leased Premises arising as the result of such wells and treatment facilities. The Government shall, subject to the availability of appropriations therefor, repair any damage caused by its exercise of the rights in this Section.

20.3. ACCESS FOR RESTORATION

20.3.1. Nothing in this Lease shall be interpreted as interfering with or otherwise limiting the right of the Government and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Section 20.3 and for such other purposes as are consistent with the provisions of any Federal Facility Agreement (FFA) or required to implement the IRP conducted under the provisions of 10 U.S.C. §§ 2701-2705. The Lessee shall provide reasonable assistance to the Government to ensure Government's activities under Section 20.3 do not damage property of the Lessee on the Premises.

20.3.2. The United States Environmental Protection Agency (EPA) and the State where the Leased Premises are located, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents may, upon reasonable notice to the Lessee and with Government's consent, enter upon the Premises for the purposes enumerated in Section 20.3 and for such other purposes as are consistent with the provisions of an FFA. The Lessee shall provide reasonable assistance to EPA and the State to ensure their activities under Section 20.3 do not damage property of the Lessee on the Premises.

20.4. Response Costs. The Lessee shall pay for or reimburse the Government for environmental restoration work it becomes responsible to perform or pay for because of spills, releases, or other actions caused by or attributable to the Lessee.

21. ENVIRONMENTAL BASELINE SURVEY/CONDITION OF PROPERTY

21.1. An Environmental Baseline Survey ("EBS") for the Leased Premises dated 11 Nov 2023 has been delivered to the Lessee and is attached as **Exhibit E** hereto. The EBS sets forth those environmental conditions and matters on and affecting the Leased Premises on the Commencement Date as determined from the records and analyses reflected therein. The EBS is not, and shall not constitute, a representation or warranty on the part of the Government regarding the environmental or physical condition of the Leased Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. In this regard the Lessee acknowledges and agrees that the Lessee has relied, and shall rely, entirely on its own investigation of the Leased Premises in determining whether to enter into this Lease. A separate EBS for the Leased Premises shall be prepared by the Government, after the expiration or earlier termination of this Lease ("Final EBS"). Such Final EBS shall document the environmental conditions and matters on and affecting the Leased Premises on the Term Expiration Date as determined from the records and analyses reflected therein. The Final EBS will be used by the

Government to determine whether the Lessee has fulfilled its obligations to maintain and restore the Leased Premises under this Lease including, without limitation, Section 13 and Section 16

GENERAL PROVISIONS

22. GENERAL PROVISION

22.1. Covenant against Contingent Fees. The Lessee warrants that it has not employed or retained any person or agency to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate this Lease without liability or in its discretion to recover from the Lessee the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Lessee on the Lease secured or made through bona fide established commercial agencies retained by the Lessee for the purpose of doing business. Bona fide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.

22.2. Officials Not to Benefit. No Member of, or Delegate to the Congress, or resident commissioner, shall be admitted to any part or share of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

22.3. Facility Nondiscrimination. As used only in this Condition, the term “Facility” means lodgings, stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in any building covered by, or built on land covered by, this Lease.

22.3.1. The Lessee agrees that it will not discriminate against any person because of race, color, religion, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any Facility, including any and all services, privileges, accommodations, and activities provided on the Leased Premises. This does not require the furnishing to the general public the use of any Facility customarily furnished by the Lessee solely for use by their guests and invitees.

22.3.2. The Parties agree that in the event of the Lessee’s noncompliance, the Government may take appropriate action to enforce compliance, and may terminate this Lease for default and breach as provided in Section 5 or may pursue such other remedies as may be provided by law.

22.4. Gratuities.

22.4.1. The Government may, by written notice to the Lessee, terminate this Lease if, after notice and hearing, the Secretary of the Air Force or a designee determines that the Lessee, or any agent or representative of the Lessee, offered or gave a gratuity (e.g., an entertainment or gift) to any officer, official, or employee of the Government and intended, by the gratuity, to obtain a lease or other agreement or favorable treatment under a lease or other agreement, except for gifts or benefits of nominal value offered to tenants of the Leased Premises in the ordinary course of business

22.4.2. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

22.4.3. If this Lease is terminated under Section 22.4.1, the Government shall be entitled to pursue the same remedies against the Lessee as in a breach of this Lease by the Lessee, and in addition to any other damages provided by law, to exemplary damages of not fewer than three (3), or more than ten (10), times the cost incurred by the Lessee in giving gratuities to the person concerned, as determined by the Government.

22.4.4. The rights and remedies of the Government provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

22.5. No Joint Venture. Nothing contained in this Lease will make, or shall be construed to make, the Parties partners or joint venturers with each other, it being understood and agreed that the only relationship between the Government and the Lessee under this Lease is that of landlord and tenant. Nothing in this Lease will render, or be construed to render, either of the Parties liable to any third party for the debts or obligations of the other Party.

22.6. Records and Books of Account. The Lessee agrees that the Secretary of the Air Force, the Comptroller General of the United States, or the Auditor General of the United States Air Force, or any of their duly authorized representatives, shall, until the expiration of three (3) years after the expiration or earlier termination of this Lease, have access to, and the right to examine, any directly pertinent books, documents, papers, and records of the Lessee involving transactions related to this Lease.

22.7. Remedies Cumulative; Failure of Government to Insist on Compliance. The specified remedies to which the Government may resort under the terms of this Lease are distinct, separate, and cumulative, and are not intended to be exclusive of any other remedies or means of redress to which the Government may be lawfully entitled in case of any breach or threatened breach by the Lessee of any provisions of this Lease. The failure of the Government to insist on any one or more instances upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be construed as a waiver or a relinquishment of the Government's right to the future performance of any such terms, covenants, or conditions, but the obligations of the Lessee with respect to such future performance shall continue in full force and effect. No waiver by the Government of any provisions of this Lease shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the Government.

22.8. Counterparts. This Lease may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Lease by facsimile or other electronic means shall be effective as the delivery of a manually executed counterpart of this Lease. The Parties agree that such electronically exchanged or stored copies will be enforceable as original documents.

22.9. Partial Invalidity. If any term or provision of this Lease, or the application of the term or provision to any person or circumstance, is, to any extent, invalid or unenforceable, the remainder of this Lease, or the application of the term or provision to persons or circumstances other than those for which the term or provision is held invalid or unenforceable, will not be affected by the application, and each remaining term or provision of this Lease will be valid and will be enforced to the fullest extent permitted by law.

22.10. Interpretation of Lease. The Parties and their legal counsel have participated fully in the negotiation and drafting of this Lease. This Lease has been prepared by the Parties equally, and should be interpreted according to its terms. No inference shall be drawn that this Lease was prepared by, or is the product of, either Party.

22.11. Identification of Government Agencies, Statutes, Programs and Forms. Any reference in this Lease, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or similar department, agency, statute, regulation, program, or form.

22.12. Approvals. Any approval or consent of the Parties required for any matter under this Lease shall be in writing and shall not be unreasonably conditioned delayed or withheld unless otherwise indicated in this Lease.

22.13. Third-Party Beneficiaries. There shall be no third-party beneficiaries of this Lease and none of the provisions of this Lease shall be for the benefit of, or enforceable by, any creditors of the Lessee.

22.14. No Individual Liability of Government Officials. No covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any individual officer, agent, employee, or representative of the Government, in his or her individual capacity, and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Lease, whether by virtue of any constitution, statute, or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

23. SPECIAL PROVISIONS

23.1. RESERVED

24. RIGHTS NOT IMPAIRED

24.1. Rights Not Impaired. Nothing contained in this Lease shall be construed to diminish, limit, or restrict any right, prerogative, or authority of the Government over the Leased Premises relating to the security or mission of the Installation, the health, welfare, safety, or security of persons on the Installation, or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

24.2. Installation Access. The Lessee acknowledges that the Installation is an operating military Installation that could remain closed to the public and accepts that the Lessee's operations may from time to time be restricted temporarily or permanently due to the needs of national defense. Access to the Installation may also be restricted due to inclement weather and natural disasters. The Lessee further acknowledges that the Government strictly enforces Federal laws and regulations concerning controlled substances (drugs) and that personnel, vehicles, supplies, and equipment entering the Installation are subject to search and seizure under 41 C.F.R. § 102-74-370. The Government will use reasonable diligence in permitting the Lessee access to the Leased Premises at all times, subject to the provisions of this Section. Notwithstanding the foregoing, the Lessee agrees the Government will not be responsible for lost time or costs incurred due to interference, delays in entry, temporary loss of access, barring of individual employees from the base under Federal laws authorizing such actions, limitation, or withdrawal of an employee's on-base driving privileges, or any other security action that may cause employees to be late to, or unavailable at, their work stations, or delay arrival of parts and supplies. The Government retains the right to refuse access to the Leased Premises by the Lessee Parties. The Lessee, its assignees, employees, and invitees fully agree to abide with all access restrictions imposed by the Government.

24.3. Permanent Removal and Debarment. Notwithstanding anything contained in this Lease to the contrary, the Government has the right at all times to order the permanent removal and debarment of anyone from the Installation, including but not limited to assignees, if it determines, in its sole discretion, that the continued presence on the Installation of that person represents a threat to the security or mission of the Installation, poses a threat to the health, welfare, safety, or security of persons occupying the Installation, or compromises good order and discipline on the Installation pursuant to 18 U.S.C. 1382.

25. APPLICABLE LAWS

25.1. Compliance with Applicable Laws. The Lessee shall comply, at its sole cost and expense (except for matters for which the Government remains obligated hereunder pursuant to Section 16), with all Applicable Laws including without limitation, those regarding construction, demolition, maintenance, operation, sanitation, licenses, or permits to do business, protection of the environment, pollution control and abatement, occupational safety and health, and all other related matters. The Lessee shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable.

25.1.1. "Applicable Laws" means, collectively, all present, amended and future laws, ordinances, rules, requirements, regulations, orders, instructions, directives, requirements, and policy memoranda of the United States, the State where the Leased Premises is located and any other public or quasi-public Federal, State, or local authority, and/or any department or agency

thereof, having jurisdiction over the Project (“Project” means, collectively, the Leased Premises and the Leased Premises Improvements) and relating to the Project or imposing any duty upon the Lessee with respect to the use, occupation, or alteration of the Project during the Lease Term.

<https://www.federalregister.gov/documents/2014/02/20/2014-03805/establishing-a-minimum-wage-for-contractors> **Refer to Instructions for this Section and Insert the Applicable Option:**

25.2. Compliance with Executive Order (EO) No. 13658: The parties expressly stipulate this Lease is subject to Executive Order 13658 and the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order. Thereby, “Appendix A of 29 CFR Part 10-Contract Clause” is incorporated by reference herein.

25.3. Permits, Licenses and Approvals. The Lessee will be responsible for and obtain, at its sole cost and expense, prior to the commencement of construction and demolition, and upon completion of the building of Leased Premises Improvements, any approvals, permits, other authorizations, or licenses that may be necessary to construct, occupy, and operate the Project, the Leased Premises Improvements, and Lessee Equipment in compliance with all Applicable Laws.

25.4. No Waiver of Sovereign Immunity. Nothing in this Lease shall be construed to constitute a waiver of Federal supremacy or Federal sovereign immunity. Only laws and regulations applicable to the Leased Premises under the Constitution and statutes of the United States are covered by this Section. The United States presently exercises CONCURRENT Federal jurisdiction over the Leased Premises.

25.5. Lessee Responsibility for Compliance. Responsibility for compliance as specified in Section 25 rests exclusively with the Lessee. The Government assumes no enforcement or supervisory responsibility, except with respect to matters committed to its jurisdiction and authority. The Lessee shall be liable for all costs associated with compliance, defense of enforcement actions or suits, payment of fines, penalties, or other sanctions and remedial costs related to the Lessee’s use and occupation of the Leased Premises.

25.6. Lessee Right to Contest. The Lessee shall have the right to contest by appropriate proceedings diligently conducted in good faith, without cost or expense to the Government, the validity or application of any law, ordinance, order, rule, regulation, or requirement of the nature referred to in Section 25. The Government shall not be required to join in or assist the Lessee in any such proceedings.

26. AVAILABILITY OF FUNDS

26.1. The obligations of any Party to this Lease or of any transferee of the Lease shall be subject to the availability of appropriated funds for any such obligation, unless such Party or transferee is a non-appropriated fund instrumentality of the United States. No appropriated funds are obligated by this Lease and nothing in this Lease shall be interpreted to require obligations or payment by the Government in violation of the Anti-Deficiency Act 31 U.S.C. § 1341.

27. CONGRESSIONAL REPORTING

This Lease is not subject to 10 U.S.C. § 2662.

28. AMENDMENTS

28.1. Amendments. This Lease may be amended at any time by mutual agreement of the Parties in writing and signed by a duly authorized representative of each of the respective Parties.

29. GENERAL INDEMNIFICATION BY LESSEE

29.1. No Government Liability. Except as otherwise provided in this Lease, the Government shall not be responsible for damage to property or injuries or death to persons that may arise from, or be attributable or incident to, the condition or state or repair of the Leased Premises, or the use and occupation of the Leased Premises, or for damages to the property of the Lessee, or injuries or death of the Lessee's officers, agents, servants, employees, or others who may be on the Leased Premises at their invitation or the invitation of any one of them.

29.2. Lessee Liability. Except as otherwise provided in this Lease, the Lessee agrees to assume all risks of loss or damage to property and injury or death to persons by reason of, or incident to, the possession and/or use of the Leased Premises by the Lessee, the Lessee's officers, agents, servants, employees, or others (excluding those employees or agents of the Government who are on the Leased Premises for the purpose of performing official duties) who may be on the Leased Premises at their invitation or the invitation of any one of them (the "Lessee Parties"), or the activities conducted by or on behalf of the Lessee Parties under this Lease. The Lessee expressly waives all claims against the Government for any such loss, damage, bodily injury, or death caused by, or occurring as a consequence of, such possession and/or use of the Leased Premises by the Lessee Parties, or the conduct of activities or the performance of responsibilities under this Lease. The Lessee further agrees, to the extent permitted by Applicable Laws, to indemnify, save, and hold harmless the Government, its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs, and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon bodily injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the Leased Premises, or any activities conducted or services furnished by or on behalf of the Lessee Parties in connection with, or pursuant, to this Lease, and all claims for damages against the Government arising out of, or related to, the Lease. The agreements of Lessee contained in Section 29.2 do not extend to claims caused by the gross negligence or willful misconduct of officers, agents, contractors, or employees of the United States without contributory fault on the part of any other person, firm, or corporation. The Government will give the Lessee notice of any claim against it covered by this indemnity as soon as practicable after learning of it.

30. ENTIRE AGREEMENT

30.1. It is expressly agreed that this written instrument, together with the provisions of other documents that are expressly incorporated by reference by the terms of this Lease, embodies the entire agreement between the Parties regarding the use of the Leased Premises by the Lessee. In the event of any inconsistency between the terms of this Lease and of any provision that has been incorporated by reference, the terms of this Lease shall govern. There are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth in this Lease.

This instrument may only be modified or amended by mutual agreement of the Parties in writing and signed by each of the Parties.

31. SECTION HEADINGS

31.1. The brief headings or titles preceding each Section are merely for purposes of identification, convenience, and ease of reference, and will be completely disregarded in the construction and interpretation of this Lease.

32. RESERVED

33. PRIOR AGREEMENTS

33.1. This Lease supersedes all prior agreements, if any, with the Lessee for the Leased Premises, but does not terminate any obligations of the Lessee under such prior agreements that may by their terms survive the termination or expiration of those agreements, except to the extent such obligations are inconsistent with this Lease. In the event that any prior lease or other agreement between the Parties, or their predecessors in interest, for the use and occupancy of the Leased Premises has expired prior to the execution of this Lease, the Parties acknowledge that the Lessee, either directly or through its predecessors in interest, has had continuous use and occupancy of the Leased Premises pursuant to the prior agreement since the expiration of the prior agreement.

34. LIST OF EXHIBITS

LIST OF EXHIBITS

Exhibit A - Map of Leased Premises

Exhibit B - Legal Description of Leased Premises

Exhibit C - Non-Exclusive List of Outgrants

Exhibit D - Physical Condition Report

Exhibit E - Environmental Baseline Survey/Environmental Baseline Survey Waiver

Exhibit F - Construction Standards

GOVERNMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the United States of America has executed this Lease
effective as of _____.

THE UNITED STATES OF AMERICA, acting
by and through the Secretary of the Air Force

By:

BRENDA L. ROESCH, GS-15, DAF
Acting Director, Installations

Signed, sealed, and delivered
In the presence of:

Witness

LESSEE SIGNATURE PAGE

THIS LEASE is also executed by the Lessee as of this 18th day of February,
20 25

Wayne County, North Carolina

By: 
BARBARA AYCOCOK, Chairwoman

Wayne County Board of Commissioners

IN WITNESS WHEREOF, **Wayne County North Carolina** has executed this Lease
effective as of 18 FEBRUARY 2025.

Signed, sealed, and delivered
In the presence of:



Witness



EXHIBIT A
MAP OF LEASED PREMISES



EXHIBIT B

LEGAL DESCRIPTION OF LEASED PREMISES

BEGINNING at an iron rod on the Southern right of way of East Elm Street, said beginning point being located N. $85^{\circ} 57' 54''$ E. 64.20 feet from an NCGS monument entitled "SJAFB 51", and NC Grid Coordinates: N = 590169.63, E = 2310214.75, NAD 83 (2011); thence with the Southern right of way of East Elm Street, along a curve to the left having a radius of 905.87 feet, an arc distance of 198.87 feet (a chord), N. $83^{\circ} 41' 08''$ E. 198.47 feet to an iron rod; thence leaving the Southern right of way of East Elm Street, S. $06^{\circ} 18' 52''$ E. 223.11 feet to an iron rod; thence S. $83^{\circ} 41' 08''$ W. 192.47 feet to an iron rod; thence N. $06^{\circ} 18' 52''$ W. 223.11 feet to an iron rod on the Southern right of way of East Elm Street, the point of beginning containing 43,560 Square Feet or 1.000 Acre more or less.

EXHIBIT C

NON-EXCLUSIVE LIST OF OUTGRANTS

DACA 21-3-02-6747 State of North Carolina for NC Army National Guard
USAF-ACC-VKAG-17-2-0373 EUL Goldsboro Sports Complex
USAF-ACC-VKAG-18-2-0435 Verizon Small Cell Nodes
USAF-ACC-VKAG-22-2-0112 Wayne School of Technical Arts
USAF-ACC-VKAG-23-2-0289 USO Inc

EXHIBIT D
PHYSICAL CONDITION REPORT

As of 9 Oct 24 Add final Signed PCR before sending for signitures

This is to confirm that the undersigned, as the Lessee of the Leased Premises pursuant to that certain Lease of Property dated as of the date first set forth above by and between the Secretary of the Air Force (the "Government"), and the undersigned, which Leased Premises consists of 1 Acre parcel of land, has inspected the Leased Premises and all environmental reports concerning the Leased Premises provided to the undersigned by the Government, is familiar with the condition and characteristics of the Leased Premises and agrees, except as otherwise expressly provided in the Lease of Property, to accept the Leased Premises in "as-is, where-is" condition, without any representation or warranty by the Government concerning the condition of the Leased Premises and without obligation on the part of the Government to make any alterations, repairs, additions, or improvements to the Leased Premises all in accordance with and subject to the terms of the aforementioned Lease of Property. Except as otherwise defined in this Acknowledgement, the terms used herein shall have the same meanings as set forth in the Leased Property.

Lessee:

Government:

By:

KENDALL LEE
Wayne County Facility Services
Director

By:

MICHAEL C GARROU
Real Property Accountable Officer

EXHIBIT E

ENVIRONMENTAL BASELINE SURVEY (EBS)/EBS WAIVER

Add updated EBS Waiver/813 prior to signatures

EXHIBIT F

CONSTRUCTION

Lessee Improvements. There will be no improvements to be constructed by or for the Lessee off the Leased Premises and elsewhere on the Installation. Emergency Medical Services Station and all improvements and facilities ancillary or appurtenant thereto to be constructed by or for Lessee on the Leased Premises are sometimes collectively herein referred to as, the “**Lessee Improvements**” or “**Improvements**”).

Permitting. Lessee shall, at its sole cost and expense, obtain all federal, state, and local permits and federal, state, and local governmental approvals necessary or required for construction and operation of the Lessee Improvements (collectively, the “**Permits and Approvals**”) and shall provide the Government copies of such Permits and Approvals as they are obtained, but in no event later than thirty (30) days prior to the Construction Commencement Date, as hereinafter defined, unless otherwise agreed to in writing by the Government. The Parties hereby acknowledge and agree there are no entitlements being granted or conveyed with the Leased Premises to the Lessee by the Government. As used in this Section, the term “**entitlements**” means those land or development rights required for the development of the Lessee Improvements on the Leased Premises in accordance with federal, state, and local regulations, rules, ordinances, policies, and laws. All actions, uses, and operations occurring on the Leased Premises shall comply with all applicable terms, conditions and requirements of the Permits and Approvals. Government, at no cost to Government, shall cooperate in good faith with Lessee in all permitting processes; provided, however, in no event shall the Government be obligated or otherwise be required to cooperate in any manner or take any action regarding the Permits and Approvals which the Government determines is prohibited by or would otherwise be inconsistent with any applicable Federal law, regulation or policy.

Construction Plans and Documents.

(a) **Preliminary Plans.** No later than ninety (90) days after the Effective Date of this Lease, Lessee shall deliver the following plans for the Lessee Improvements (collectively, the “**Preliminary Plans**”) to the Installation Civil Engineer for review and comment:

- i. A preliminary site plan and a conceptual infrastructure plan (including, but not limited to, utilities, ingress/egress, and storm-water);
- ii. An environmental management and impact mitigation plan addressing environmental matters of concern to the Government and
- iii. A construction management plan which shall include a construction schedule (identifying any phasing, quality control program, demolition plan for existing improvements (if applicable), plans for ingress and egress, including haul routes, staging areas, disposition of debris, relocation of any improvements, infrastructure or facilities on the Leased Premises, construction of a perimeter fence, and other construction-related matters as necessary. The construction management plan shall also identify any temporary structures or facilities needed during the construction phase of the Lessee Improvements.

Comments to the Preliminary Plans shall be returned to the Lessee fifteen (15) business days of receipt of the Preliminary Plans.

(b) **Design, Engineering and Construction Plans.** Based upon the Preliminary Plans and the Government comments thereto, Lessee shall cause to be prepared ninety percent design, engineering, and construction plans and specifications for the Lessee Improvements (“**90% Plans**”) (the Preliminary Plans and the 90% Plans are hereinafter collectively referred to as, the “**Pre-Final Construction Plans and Documents**”). The Lessee shall submit the 90% Plans to the Installation Civil Engineer for review and comment. Comments shall be returned to the Lessee within fifteen (15) business days of receipt. The Preliminary Construction Plans and Documents shall be certified by the Lessee’s duly certified, licensed and authorized architect and/or engineer relative to their particular areas of expertise, as meeting the applicable building codes, ordinances, rules, regulations, policies, and laws as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures and improvements.

(c) **Final Plans and Construction Documents.** After receiving any comments to Preliminary Construction Plans and Documents from the Installation Civil Engineer, and no later than sixty (60) days prior to commencement of construction of the Lessee Improvements the Lessee shall provide signed and sealed copies of the final one hundred percent (100%) design and construction plans and specifications and all other final drawings and documents necessary or required for the design and construction of the Lessee Improvements (the “**Final Construction Plans and Documents**”) to the Installation Civil Engineer for review and comment. Comments shall be returned to the Lessee within thirty (30) business days of receipt. The Parties hereby acknowledge and agree that since site plans are conceptual at this time and may change depending on subsequent reviews of Preliminary Plans, to obtain Government approval of the Final Construction Plans and Documents, the Government will also need to conduct an environmental review of the proposed final plans to ensure the Final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) has included and addressed all potential impacts to environmental resources. If substantial environmental impacts are not addressed, then additional supplemental analysis should occur and may result at a minimum a Supplemental EA. Without limiting the foregoing, Lessee hereby acknowledges and agrees: (i) it shall, as part of the Lessee Improvements, construct a fence around the boundary of the Leased Premises of a kind and type approved by the Installation prior to constructing all other Lessee Improvements ; and (ii) any artificial lighting on the Leased Premises shall not cause a nuisance, unreasonably interfere with, or otherwise be incompatible with the residential uses on the Installation or near the EMS Station.

Review and Comment. Except as expressly otherwise provided herein, review by the Government of any and all design and construction plans and specifications and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements pursuant to this Lease is solely for the purpose of affording the Government an opportunity to advise the Lessee that plans and documents submitted are not adverse to or otherwise negatively impact the mission and operations of the Installation. In no event shall the Government’s review or approval be deemed an approval of the Preliminary Plans, Preliminary Construction Plans and Documents, or Final Construction Plans and Documents for compliance with any technical standards or requirements, or that the same are free of defect. The Lessee shall

rely on its own consultants, employees, contractors, representatives and advisors to determine the sufficiency of the design contained in the Final Construction Plans and Documents, and that such design is free of defects and is in compliance with all applicable building codes, ordinances, rules, regulations, policies, and laws as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures. In the event that the Government requires changes to the plans and documents that materially increase the cost of the Lessee Improvements or materially extend the construction schedule for the Lessee Improvements, Lessee may at its election terminate this Lease by giving the Government written notice of termination, whereupon neither the Government nor the Lessee shall have any further obligation or liability to the other under this Lease.

d. **Access and Transportation Improvements**. Lessee shall have ingress/egress access to the Leased Premises via the public roads abutting the Leased Premises commonly known as Elm Street.

e. **Utilities**. Lessee shall be solely responsible for designing, permitting, and constructing all utility systems (including, without limitation, electric, gas, communications, potable water, and wastewater systems) necessary for service connections and delivery to the Leased Premises and for obtaining such services from available providers. Lessee shall be responsible for any impact fees, or connection, or tap fees for connection of utilities service to the Leased Premises. Lessee hereby acknowledges and agrees that the Government shall not have any obligation or liability for the provision of utility services to the Leased Premises or the EMS Station.

f. **Drainage and Stormwater Management**. Lessee shall be solely responsible for designing, permitting, and constructing all stormwater and drainage transmission, conveyance, retention, detention, and outfall systems and related facilities for the Leased Premises.

g. **Development/Impact Fees**. Lessee shall be solely responsible for the payment of any and all impact fees, development fees, and other fees, charges, and expenses imposed by federal, state, or local governmental authorities related to the Lessee Improvements and the development of the Leased Premises, as applicable.

h. **Cost and Expense of Planning, Design, and Engineering**. Lessee shall be responsible for any and all costs and expenses to produce the Preliminary Plans, Preliminary Construction Plans and Documents, Final Construction Plans and Documents, and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements, and for periodic and final inspections of the Lessee Improvements during construction.

i. **Construction Commencement and Schedule**. Construction of Lessee Improvements shall commence promptly after Lessee obtains all Permits and Approvals. Notwithstanding anything herein to the contrary, Lessee shall not commence any construction of the Lessee Improvements unless and until it obtains a notice to proceed from the Installation Civil Engineer (or his/her duly authorized representative), which shall not be unreasonably withheld, delayed or conditioned ("Notice to Proceed"). It shall not be unreasonable for the Government to withhold the Notice to Proceed if the Lessee is in breach of any term or condition of this Lease, including those concerning the Required Insurances and Payment and Performance Bonds. Construction of

all Lessee Improvements shall be in compliance with all Applicable Laws, inclusive of all applicable construction and building codes.

j. **Changes**. If during the course of construction, it shall appear necessary or desirable to deviate in any material respect from the Final Construction Plans and Documents or Construction Milestone Schedule, Lessee shall obtain Government's written approval to such deviations prior to the Lessee executing or acting on such deviations with a full written explanation of the nature and desirability or necessity of such deviation.

k. **Completion of Construction**. Within one hundred twenty (120) days after completion of construction of the Lessee Improvements, Lessee shall, at its expense, provide Government with: (a) a certificate by a professional engineer duly licensed in the State in which the EMS Station is located with substantial experience in certifying and inspecting improvements, stating that the construction and installation of the Lessee Improvements meets or exceeds all applicable construction and safety requirements of the State in which they are located, and (b) record drawings under the seal of a professional architect or engineer duly licensed in the State in which the Emergency Management Services is located showing the "as built" condition of any Lessee Improvements, in such format (including, without limitation a CADD format) as the Government shall reasonably request (the "**As Built Survey**"). All Lessee Improvements shall at all times during the Term of this Lease, and during any time thereafter within which Lessee is permitted to remove such Improvements under the terms of this Lease, constitute the sole and separate property of the Lessee, not real property or fixtures that are part of the Leased Premises.

l. **No Liens**. Lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted for Lessee. If any such mechanic's, construction, or materialman's liens shall be recorded against the Leased Premises, Lessee shall, immediately upon receiving notice of the same, cause such lien to be promptly removed, or transferred to a lien transfer bond or other security available and Lessee hereby agrees to indemnify the Government against all liability occasioned by or resulting from any improvements or alterations to the Leased Premises. Notice is hereby given that neither the Government or the Leased Premises shall be liable for any labor, services, or materials furnished to Lessee upon credit and that no construction or other lien for any such labor, services, or materials shall attach to, encumber, or in any way affect the reversionary or other estate or interest of the Government in and to the Leased Premises.

Fence

E Elm St



HAZARD MITIGATION PROPERTY LEASE

NORTH CAROLINA WAYNE COUNTY

THIS LEASE AGREEMENT (this "Lease"), made as of the 18TH day of FEBRUARY, 2025 by and between the COUNTY OF WAYNE, a body politic and corporate organized under the laws of the State of North Carolina having a mailing address of PO Box 227, Goldsboro, NC 27533 ("Lessor") and Jerry Dwight Langston, having mailing address of 146 Hood Drive, Goldsboro, NC 27530 herein after called ("Lessee");

WITNESSETH:

WHEREAS, Lessor acquired the real estate described as 147 & 149 Hood Drive, Goldsboro, NC 27530 (PINs: 2566431551 & 2566431121); and

WHEREAS, Lessor is obligated under the terms of the Hazard Mitigation Grant to own the property perpetually and prevent its reuse for residential or commercial occupancy; and

WHEREAS, Lessee desires to lease the premises for open space and Lessor has agreed to lease the premises to Lessee subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the rent stated herein and the covenants, terms and conditions hereinafter set forth, Lessor does hereby let, lease, and demise unto Lessee and Lessee do hereby rent and lease from Lessor the premises described above.

This Lease is executed upon the following terms and conditions:

1. **Term.** The term of this Lease shall begin the ____ day of _____, 2025 and shall continue until the last day of _____, 2024. The lease shall automatically renew annually unless either party provides notice of their intent not to renew at least 30 days prior to the expiration of the then current term. The total term of this lease, including the initial term and any renewals, shall not exceed ten years.
2. **Premises.** This Lease Agreement shall cover the following premises:

TRACT ONE – 147 Hood Drive, Goldsboro, NC 27530 (PIN: 2566431551)

Beginning at an iron stake on the Eastern right-of-way of Hood Drive, said beginning iron stake being located N. 1 degree 11' 49" E. 13.60 feet, N. 5 20' 45" W. 404.23 feet, N. 11 degrees 53' 11" W. 37.83 feet, N. 7 degrees 27' 12" W. 267.09 from an iron stake within the most Northeastern intersectional corner of Hood Drive and U.S. Highway No. 13, thence from the beginning with the Eastern right-of-way of Hood Drive as it curves to the right having an arc distance of 124.13 feet (a chord) N. 00 degrees 57' 42" W. 124.10 feet to an iron stake, thence continuing with the Eastern right-of-way of Hood Drive as it curves to the right, having an arc distance of 320.24 feet (a chord) N. 6 degrees 29' 40" E. 319.87 feet to an iron stake,

Willie S. Draughon, Sr.'s most Southwestern property corner as shown by deed recorded in Deed Book 920, Page 343, in the Wayne County Registry, thence leaving the Eastern right-of-way of Hood Drive with Willie S. Draughon, Sr.'s line, N. 75 degrees 35' 34" E. 612.41 feet to an iron stake, Willie S. Draughon, Sr.'s most Southeastern property corner, thence S. 2 degrees 16' 38" W. 101.83 feet to an iron stake, thence S. 13 degrees 35' 58" E. 466.90 feet to an iron stake, thence S. 86 degrees 58' 49" W. 734.02 feet to an iron stake on the Eastern right-of-way of Hood Drive, the point of beginning containing 7.62 acres, more or less.

TRACT TWO – 149 Hood Drive, Goldsboro, NC 27530 (PIN: 2566431121)

Beginning at an iron stake on the Eastern right of way of N.C. Secondary Road No. 1293 (Hood Drive), said beginning iron stake being located N. 01 degrees 11' 49" E. 13.60 feet, N. 05 degrees 20' 40" W. 404.23 feet, N. 11 degrees 53' 11" W. 37.83 feet from a point within the most Northeastern intersectional corner of U.S. Highway No. 13 and N.C. Secondary Road No. 1293 (Hood Drive); thence from the beginning leaving the Eastern right of way of N.C. Secondary Road No. 1293 (Hood Drive), N. 78 degrees 06' 49" E. 469.21 feet to an iron stake; thence N. 07 degrees 27' 12" W. 194.55 feet to an iron stake; thence with the line of the property. of John Pete Roquemore, S. 86 degrees 58' 49" W. 469.21 feet to an iron stake on the Eastern right of way of N.C. Secondary Road No. 1293 (Hood Drive), John Pete Roquemore's most Southwestern property corner as shown by deed recorded in Deed Book 1275, Page 377 in the Wayne County Registry; thence with the Eastern right of way of N.C. Secondary Road No. 1293 (Hood Drive) along a curve to the left, having an arc distance of 267.36 feet (a chord), S. 07 degrees 27' 12" E. 267.09 feet to an iron stake on the Eastern right of way of N.C. Secondary Road No. 1293 (Hood Drive), the point of beginning containing 2.500 acres more or less.

3. **Rent.** The consideration for this lease shall be the Lessee's maintenance of the property.
4. **Lessor's Obligations.** Lessor is leasing the premises to the Lessee in "as is condition" and makes no representations, express or implied, that the premises are suitable for the use permitted by this Lease, or any other use. Lessor shall have no obligation of any kind, sort, or nature with regard to the premises, nor shall Lessor have any obligation to make any payment or invest any money in, or take any other action with respect to the premises.
5. **Use of the Premises.** The premises are to be used and occupied by Lessee solely as open space and for no other purpose except as set out herein. Lessee shall at all times fully and properly comply with all laws, ordinances, and regulations governing the use of the premises enacted or adopted by every lawful authority having jurisdiction over the same.
6. **Rules Governing the Use of the Premises.** The following rules and regulations shall govern the use of the premises by the Lessee:
 - a. Lessee shall not erect any building or structure on the premises or install any impervious surface, including, without limitation, a paved area, or a concrete pad.

- b. Lessee shall not erect or post any signs on the premises, except for “**NO TRESPASSING**” signs.
 - c. Lessee shall not excavate any soil or other surface or subsurface material from the premises, and shall not dig holes or otherwise change the surface thereof; provided, however, notwithstanding the foregoing Lessor agrees that Lessee may have and maintain a personal garden on the premises.
 - d. Lessee shall not build any fires or permit any burning on the premises and shall not cause or permit any use that will in any way increase the possibility of fire or other casualty, nor shall Lessee allow or permit the use of any firearms or explosives on the premises.
 - e. Lessee shall not cause or permit any improper noises on the premises or allow any unpleasant odors to emanate from the premises or otherwise annoy in any way other residents in the area.
 - f. Lessee shall not alter the topography of the premises in any way and shall not fill in any part of the premises with any material, including without limitations, dirt, rocks, or brush.
 - g. Lessee shall not cause or permit Hazardous Material (as hereinafter defined) to be brought upon, kept or used in and about the premises by Lessee, his agents, employees, contractors, or invitees. As used herein the term “Hazardous Material” means any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and waste listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.01) or by the Environmental Protection Agency as hazardous substance pursuant to the Comprehensive environmental Response, Compensation and Liability Act of 1980 as amended (49 U.S.C. § 9601 *et seq.*), and any regulations promulgated thereunder and amendments thereto, and shall include all substances, materials, and waste that are or become regulated under any other applicable local, state, or federal law. Hazardous Material shall also extend to and include any substances prohibited under standard forms of fire insurance policies.
 - h. No commercial operation or enterprise shall be conducted on or from the premises, including, without limitation, the growing of fruits, vegetables, or any like crop to sell.
 - i. Lessee shall not use the premises in any way that is inconsistent with real estate held as vacant, open space.
7. **Assignment or Sublease.** Lessee shall not voluntarily (i) assign or in any manner transfer this lease or any estate or interest therein, (ii) permit any assignment of this Lease or any estate or interest therein by operation of law or otherwise, (iii) sublet the premises or any part thereof, (iv) grant any license, concession, or other right of occupancy of any portion

of the premises, or (v) permit the use of the premises by any parties, other than Lessee. Lessee shall not mortgage, pledge or otherwise encumber Lessee' interest in this Lease or in the premises.

8. **Release and Indemnity.** To the fullest extent permitted by law, Lessee shall release, indemnify, keep and save harmless Lessor, Lessor's agents, officials, and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, and employees of Lessor, Lessee, or third persons, and to all property (including the property of Lessee) caused by, instituted, resulting from, rising out of, or accruing in connections with, directly or indirectly, the use or occupancy of the premises by Lessee (or by any person who may be acting for Lessee or for whom Lessee is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Lessee, Lessee's agents, employees, or invitees, or otherwise. The provisions of this paragraph shall include any claim for equitable relief or damages (compensatory or punitive) against Lessor, Lessor's agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, cost, and expenses. Expenses as used herein shall include, without limitation, the cost incurred by Lessor, Lessor's agents, officials, and employees, in connection with investigating any claim or defending any action, and shall also include attorneys' fees by reason of the assertion of any such claim against Lessor, Lessor's agents, officials, or employees. Lessee expressly understands and agrees that any insurance protection required by this Lease, or otherwise provided by Lessee, will in no way limit Lessee's responsibility to release, indemnify, keep and save harmless and defend Lessor as provided herein. The intention of the parties is to apply and construe this Release and Indemnity broadly in favor of the Lessor.
9. **Default.** Lessee's failure to (i) use the premises as provided in the Lease, (ii) comply with the rules and regulations governing of the use of the premises, (iii) provide and keep in force the required insurance, or (iv) comply with any other term or condition of this Lease shall constitute and Event of Default. Upon the occurrence of an Event of Default, Lessor shall notify Lessee in writing of such default and if the Event of Default has not been cured or corrected within fifteen (15) days of the giving of such notice this Lease shall automatically terminate.
10. **Notices.** All notices given hereunder shall be made in writing. Such notices shall be deemed given when personally delivered or deposited in the United States mail, certified or registered mail, postage prepaid, addressed to the respective party at the address shown below unless a different address shall have been provided in writing:

If to Lessor:	County of Wayne
	Office of the County Manager
	P.O. Box 227
	Goldsboro, NC 27533

If to Lessee: Jerry Langston
146 Hood Drive
Goldsboro, NC 27530

11. **No Waiver.** Lessor's failure to enforce or delay in enforcing any of the provisions, rights or remedies in this Lease shall not be a waiver nor in any way affect the validity of this Lease or any part hereof, or the right of lessor to enforce each and every provision, right, or remedy contained herein. No waiver of any breach of any provision of this Lease shall be held to be a waiver of any other subsequent breach of the same or any other provision.
12. **Entire Agreement.** This Lease sets forth all of the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the premises. Lessee shall make no claim on account of any alleged representation contained in prior discussions, correspondence, or other documents, not set forth in this Lease. This Lease shall not be altered, amended, or changed except by a written document executed by Lessor and Lessee.
13. **Time is of the Essence.** Time is of the essence of this Lease and the performance of all obligations hereunder.
- 14.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the day and year first written above.

LESSOR

By:


CHIP CRUMPLER
WAYNE COUNTY MANAGER

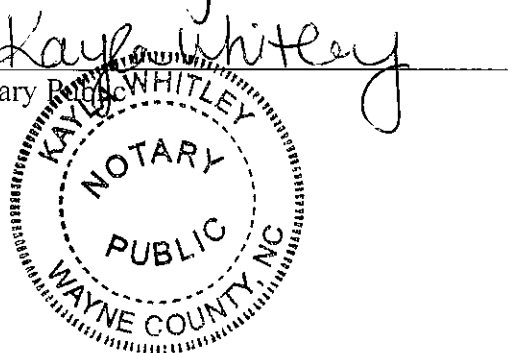
NORTH CAROLINA
WAYNE COUNTY

I, Kayla Whitley, a Notary Public of the County and State aforesaid, do hereby certify that CHIP CRUMPLER, personally appeared before me this day and acknowledged that he is the Wayne County Manager and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by him as Manager.

Witness my hand and seal, this the 18th day of February, 2025.

Notary Public

My Commission Expires: March 24, 2029



LESSEE

By: _____
JERRY LANGSTON

NORTH CAROLINA
WAYNE COUNTY

I, _____, a Notary Public in and for said State and County, certify that Jerry Langston personally appeared before me this day and the foregoing instrument was signed by him.

Witness my hand and seal, this the _____ day of _____, 2025.

Notary Public

My Commission Expires: _____

PUBLIC NOTICE
LEASE OF COUNTY PROPERTY

The Wayne County Board of Commissioners intends to lease County-owned property located at 147 & 149 Hood Drive, Goldsboro, NC 27530 (PINs: 2566431551 & 2566431121). The term of the lease shall not exceed more than ten years. The consideration for this lease shall be the Lessee's maintenance of the property.

All persons interested in this lease are invited to attend the meeting of the Wayne County Board of Commissioners to be held on Tuesday, February 18, 2025 at 9:00 a.m. in the Commissioners Meeting Room in the Wayne County Courthouse Annex, 224 E. Walnut St., Goldsboro, NC. At that time the board intends to authorize the lease of the property described above.

Carol Bowden
Clerk to the Board
Run Date: January 18, 2025

MEMORANDUM

To: Wayne County Board of Commissioners

From: Berry Gray, Planning Director

Date: October 9, 2024

Re: Final Subdivision Plat Approval

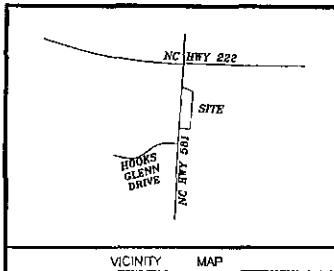
Item: Shawn Pearce Subdivision, Final
Owner: Graylon Worth Aycock
Surveyor/Engineer: Williams-Pearce and Associates
Great Swamp Township, NC Hwy 581 N
Lots: 7

Discussion: Shawn Pearce Subdivision consists of 7 lots on 3.9 acres. This subdivision proposes only road front lots on NC Hwy 581 N, ¼ of a mile south of NC Hwy 222 W. The property is not zoned and the average lot size at 24,263 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 – Charles B Aycock HS, Norwayne Middle, Fremont Elementary
Water – Northwestern Wayne Sanitary District
Fire – Nahunta Fire Department
EMS – Station 7
Transportation – RPO
Water Supply Watershed – No
Voluntary Agriculture District – No
Wetlands – No
Board of Commissioners District – 1

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



NOTE: BEING A PORTION OF DEED BOOK 3348 PAGE 435
 NOTE: AREAS COMPUTED BY COORDINATE METHOD.
 NOTE: NO NCDS MONUMENT WITHIN 2000 FEET.
 NOTE: PROPERTY SUBJECT TO EASEMENTS & RESTRICTIONS

PIN: 2605-39-2014

ZONED: RA-20

SETBACKS:
 FRONT - 80'
 REAR - 25'
 SIDE - 20'

AVERAGE LOT SIZE - 24261 SQ.FT.

TOTAL ACREGE IN LOTS - 3.90 ACRES

NOTE: ALL LOTS WILL BE SERVED BY COMMUNITY WATER.

OWNER:
 GRAYLON WORTH AYCOCK
 2104 NC 222 W
 FREMONT, NC 27830

THE WAYNE COUNTY HEALTH DEPARTMENT HAS PERFORMED A SOIL ANALYSIS ON EACH LOT WITHIN THIS SUBDIVISION. COPIES OF THE SOILS ANALYSIS FOR EACH LOT ARE AVAILABLE FOR REVIEW IN THE OFFICE OF THE ENVIRONMENTAL HEALTH SECTION. 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 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 CO. HEALTH DEPT.

DATE

I HEREBY CERTIFY THAT THE SUBDIVISION 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 PLANNING BOARD OF WAYNE COUNTY FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF WAYNE COUNTY.

CHAIRMAN, WAYNE CO. PLANNING BOARD

DATE

LEGEND
 ● EXISTING IRON PIPE
 ○ NEW IRON PIPE
 ▲ NEW MAG NAIL
 ⊕ COTTON SPINDLE

REFERENCES:
 PLAT CABINET L SLIDE 48-H

WILLIAMS, PEARCE & ASSOC., P.A.
 PROFESSIONAL LAND SURVEYORS
 ZEBULON, NORTH CAROLINA
 TELEPHONE: (919) 269-9605

DRAWN BY: DOW
 CHECKED BY: DOW
 DATE: 08-28-2024
 SCALE: 1" = 100'
 COORDINATE FILE: D072745.CRD

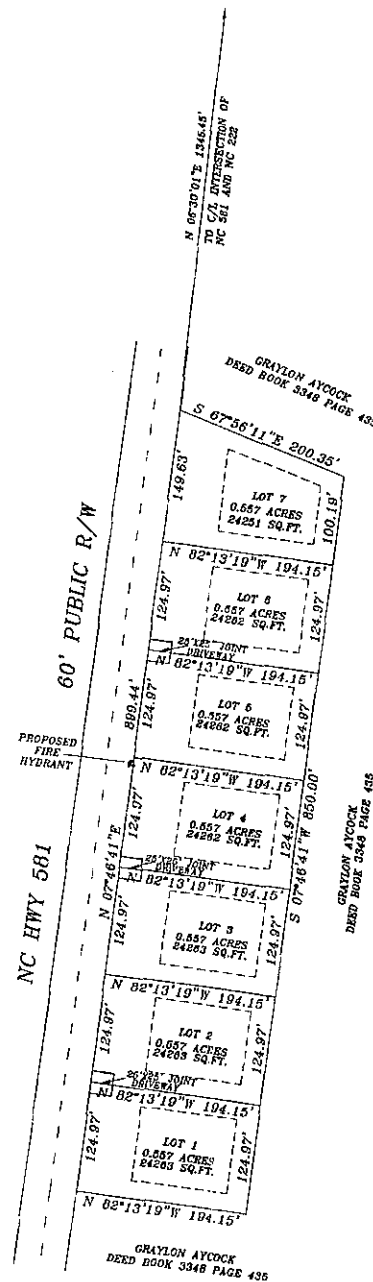
WP Lic. # C-0243
 Williams-Pearce and Assoc., Professional Land Surveyors, P.A.

THE 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.

REVIEW OFFICER

MAGNETIC NORTH
 ADOPTED PLAT CABINET L
 SLIDE 48 - H



I, (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH WAS CONVEYED TO ME (US) BY DEED RECORDED IN DEED BOOK PAGE AND THAT I (WE) HEREBY ADOPTED THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT ESTABLISH THE MINIMUM BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, DRAINAGEWAYS, AND OTHER OPEN SPACE TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER, I (WE) CERTIFY THAT THE LAND AS SHOWN HEREON IS WITHIN THE SUBDIVISION REGULATION JURISDICTION OF WAYNE COUNTY.

2024.

OWNERS

DANNY O. WILLIAMS, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK PAGE ETC.) (OTHER) THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE THAT THE BASIS OF PRECISION AS CALCULATED IS 10,000 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AVOIDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 28 DAY OF AUGUST, A.D., 2024

Seal or Stamp

Surveyor
 Registration Number L-2647

I, DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR NO. L-2647 CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

DANNY O. WILLIAMS, PROFESSIONAL LAND SURVEYOR NO. L-2647

MAJOR SUBDIVISION FOR
 SHAWN PEARCE
 GREAT SWAMP TOWNSHIP
 WAYNE COUNTY
 NORTH CAROLINA

100 0 100 200 300
 GRAPHIC SCALE - FEET

FILE: NEWMAPS\SHAWN PEARCE\NC HWY 581\SUBDIVISION

P.O. Box 892, Zebulon, N.C. 27597 Tel.(919) 269-9605

WAYNE COUNTY

RESOLUTION #2025-5: A RESOLUTION ADOPTING THE FIFTIETH AMENDMENT TO THE POSITION CLASSIFICATION AND PAY PLAN FOR WAYNE COUNTY, NORTH CAROLINA

WHEREAS, the Board of Commissioners has previously adopted on July 1, 2015 a Position Classification and Pay Plan by formal resolution; and

WHEREAS, that resolution requires that any amendment to the Plan must be done by written resolution duly adopted by the Board of Commissioners; and

WHEREAS, the County Manager and Human Resources Director have recommended an amendment to said Plan, and the Board of Commissioners wishes to approve it;

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

	Previous	New	
	Classification	Classification	Effective
	Grade/Title	Grade/Title	Date
Environmental Health			
Environmental Health Supervisor II	73	Title Change	
Environmental Health Manager	75	New Title	02.18.2025
Health			
Medical Laboratory Technician I	67	New Title	02.18.2025

Section 1: That the following changes to the Position Classification and Pay Plan are hereby adopted as an amendment to the Plan, and the County Manager and Human Resources Director are authorized to insert these changes in the Plan documents.

Section 2: This Resolution shall become effective immediately upon its adoption.

Passed and adopted this 18th day of February, 2025.


Chairwoman Barbara Aycock
Wayne County Board of Commissioners

Attest:



Carol Bowden, Clerk to the Board



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

**Amended: February 18, 2025
by Adoption of the Budget Ordinance
EFFECTIVE: February 18, 2025**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
61	\$31,222	\$42,150	\$56,902
	OFFICE ASSISTANT AIRPORT OPERATIONS MANAGER ANIMAL CONTROL OFFICER ANIMAL SHELTER ATTENDANT ANIMAL SHELTER ATTENDANT/RESCUE COORDINATOR CONVENTION CENTER CUSTODIAN DENTAL ASSISTANT DEPUTY REGISTER OF DEEDS I HOUSEKEEPING ASSISTANT LIBRARY ASSISTANT LINE TECHNICIAN PRODUCTION TECHNICIAN SITE MAINTENANCE/ATTENDANT WEIGHMASTER		
62	\$32,783	\$44,257	\$59,747
	4-H SITE DIRECTOR ANIMAL CONTROL SUPERVISOR FARMERS MARKET COORDINATOR GROUNDSKEEPER GROUNDSKEEPER/EQUIPMENT OPERATOR MAPPER		
63	\$34,422	\$46,470	\$62,735
	4-H PROGRAM ASSISTANT CH PERMIT ANALYST CHILD SUPPORT AGENT I DENTAL ASSISTANT SUPERVISOR GROUNDKEEPER LEAD INCOME MAINTENANCE INVESTIGATOR I LITERACY PROGRAM COORDINATOR		

	MAINTENANCE TECHNICIAN MAXWELL STAFF ASSISTANT/RECEPTIONIST VENUE SERVICES TEAM MEMBER			
64		\$36,143	\$48,794	\$65,871
	ADMINISTRATIVE ASSISTANT DETENTION OFFICER I DETENTION OFFICER II DETENTION OFFICER II/COURT SPEC DETENTION OFFICER II/INMATE CONTROL DETENTION OFFICER II/INMATE SERVICES DETENTION OFFICER II/INTERPRETER DETENTION OFFICER-ENTRY DETENTION OFFICER - MASTER GIS SPECIALIST NON-CERTIFIED SPECIAL DEPUTY PROCESSING ASSISTANT III SOIL CONSERVATION ADMIN & PROGRAM ASST			
65		\$37,951	\$51,233	\$69,165
E/E	ANIMAL SHELTER SUPERVISOR BASIC EMT CHILD SUPPORT AGENT II CRIMINAL ANALYST DEPUTY REGISTER OF DEEDS II ELECTIONS ADMINISTRATOR FLEET MAINTENANCE MECHANIC LIBRARY BRANCH MANAGER-NORTHERN WAYNE MAIL DEPOSIT SERVICES COORDINATOR MAINTENANCE TECHNICIAN - SEWER FUND MEDICAL RECORDS ASSISTANT PRE-TRIAL RELEASE COORDINATOR PROCESSING ASSISTANT IV RECYCLING COORDINATOR TAX ASSISTANT I TRANSPORTATION COORDINATOR			
66		\$39,848	\$53,795	\$72,623
	AEMT ASSISTANT CIRCULATION DEPT HEAD CALL TAKER FOREIGN LANGUAGE INTERPRETER			

	INCOME MAINTENANCE CASEWORKER I INCOME MAINTENANCE TECHNICIAN LEAD CHILD SUPPORT AGENT II PATIENT RELATIONS REPRESENTATIVE PLUMBER PROCESSING ASSISTANT V REFERENCE ASSISTANT SENIOR CENTER PROGRAM MANAGER		
67	\$41,840	\$56,485	\$76,254
E/P/L	ACCOUNTING TECHNICIAN ASSISTANT COUNTY VETERANS OFFICER ASSISTANT REGISTER OF DEEDS I CHILD SUPPORT SUPERVISOR I COMMERCIAL PAINTER DEPUTY SHERIFF - ENTRY DEPUTY SHERIFF I DEPUTY SHERIFF II DEPUTY SHERIFF - MASTER DEPUTY DEPUTY SHERIFF - ENTRY/SRO DEPUTY SHERIFF I/SRO DEPUTY SHERIFF II/SRO DEPUTY SHERIFF - MASTER DEPUTY/SRO DETENTION OFFICER-CORPORAL ENVIRONMENTAL TECHNICIAN-SOLID WASTE EQUIPMENT OPERATOR/TRUCKS INFORMATION & OPTIONS COUNSELOR MAINTENANCE SUPERVISOR MEDICAL LABORATORY TECHNICIAN I PROCESSING UNIT SUPERVISOR SOCIAL WORKER TRAINEE SOIL CONSERVATION TECHNICIAN I TAX ASSISTANT II TELECOMMUNICATOR		
68	\$43,932	\$59,309	\$80,067
	AUDIO VISUAL & MEDIA SPECIALIST CHILD SUPPORT SUPERVISOR II CREW CHIEF DEPUTY OPERATIONS MANAGER DETENTION OFFICER - SERGEANT ELECTRICIAN		

	FIELD TRAINING OFFICER HEAVY EQUIPMENT OPERATOR HOUSEKEEPING SUPERVISOR HUMAN SERVICES COORDINATOR III INCOME MAINTENANCE CASEWORKER II LICENSED PRACTICAL NURSE MAPPER/PROPERTY TRANSFER OFFICER MEDICAL LABORATORY TECHICIAN II OFFICE MANAGER PARAMEDIC SOIL CONSERVATION TECHNICIAN II TAX ASSISTANT III/LISTING SUPERVISOR		
69		\$46,129	\$62,274
E/A	ANIMAL SERVICES DIRECTOR ASSISTANT REGISTER OF DEEDS II ASSISTANT SUPERVISOR DEPUTY SHERIFF-CORPORAL/DETECTIVE EH SPEC / FOOD & LODGING COORDINATOR FLEET MAINTENANCE SUPERVISOR HEAVY EQUIPMENT MECHANIC HVAC TECHNICIAN IN-HOME AIDE PROGRAM SUPERVISOR LIBRARY CHILDRENS DEPT HEAD LIBRARY REFERENCE LIBRARIAN LITERACY PROGRAM MANAGER MAXWELL CENTER VENUE SERVICES MANAGER PUBLIC HEALTH EDUCATION SPECIALIST RESEARCH/MARKETING SPECIALIST SOCIAL WORKER I STATE COST SHARE TECHNICIAN TELECOMMUNICATOR - LEAD		\$84,070
70		\$48,436	\$65,388
E/A	APPRAISER BUILDING CODE INSPECTOR I BUS/PERSONAL PROPERTY ADMINISTRATOR CHIEF PROPERTY TRANSFER OFFICER DEPUTY SHERIFF - SERGEANT/DETECTIVE SERGEANT DEPUTY SHERIFF-SERGEANT/SRO DEPUTY TAX COLLECTOR FIELD SUPERVISOR		\$88,274

E/A	GROUNDS SUPERVISOR -ORC INCOME MAINTENANCE CASEWORKER III INCOME MAINTENANCE CASEWORKER III - LEAD INCOME MAINTENANCE INVESTIGATOR II IT SUPPORT TECHNICIAN - DSS IT SUPPORT TECHNICIAN LIBRARY BRANCH MANAGER-STEELE FULL SERVICE LOCAL HISTORY LIBRARIAN NUTRITIONIST II PARALEGAL PUBLIC HEALTH NURSE I TELECOMMUNICATOR - ASST SUPERVISOR
71	\$50,857 \$68,657 \$92,688
E/A	BUSINESS MANAGER
E/E	CODE ENFORCEMENT OFFICER
	DAY REPORTING CENTER DIRECTOR
E/E	DENTAL HYGIENIST
	DETENTION OFFICER - LIEUTENANT
	ELECTIONS TECHNICIAN
	EMPLOYEE RELATIONS ADMINISTRATOR
E/A	ENVIRONMENTAL HEALTH SPECIALIST
	IT SUPPORT SPECIALIST
E/A	LIBRARY CHILDREN'S DEPT HEAD
E/A	LIBRARY EXPERIENCES MANAGER
E/A	LIBRARY REFERENCE DEPT HEAD
E/A	LIBRARY TECHNICAL SERVICES SUPERVISOR
E/A	LITERACY CONNECTIONS DIRECTOR
E/E	MAPPING SUPERVISOR
	MAXWELL CENTER EVENT MANAGER
	PLANNER
	PUBLIC INFORMATION ASSISTANT- PA
	SOCIAL WORKER II
	SOIL CONSERVATION COORDINATOR
	SUPERVISOR-EMS
	TELECOMMUNICATOR- SHIFT SUPERVISOR
72	\$53,400 \$72,090 \$97,322
	ASSISTANT PAYROLL ADMINISTRATOR ASSISTANT FIRE MARSHAL BUILDING CODE INSPECTOR II GRANT COORDINATOR/ADMINISTRATOR

E/A	HR ADMINISTRATOR INCOME MAINTENANCE SUPERVISOR II IT SENIOR SUPPORT TECHNICIAN JAIL NAVIGATOR
E/A	MEDICAL RECORDS MANAGER NUTRITIONIST III OFFICE MANAGER/DEPUTY CLERK PUBLIC AFFAIRS SPECIALIST TAX PROGRAMMER TRAINING/QA MANAGER
73	\$56,070 \$75,695 \$102,188
E/A	ACCOUNTING SPECIALIST AIRPORT MANAGER DEPUTY SHERIFF-LIEUTENANT DEPUTY SHERIFF - LIEUTENANT/SRO ENVIRONMENTAL HEALTH SUPERVISOR
E/A	HR GENERALIST IT SENIOR SUPPORT SPECIALIST MAXWELL CENTER SALES & MARKETING DIRECTOR PUBLIC HEALTH EDUCATION SUPVSR
E/E	PUBLIC INFORMATION OFFICER PROCUREMENT SPECIALIST
E/P/L	RN SUPERVISOR SOCIAL WORKER III ULTRASOUND TECHNICIAN I
74	\$58,874 \$79,480 \$107,297
E/A	ACCOUNTING/PAYROLL SUPERVISOR APPRAISER SUPERVISOR
E/E	ASSISTANT DIRECTOR SOLID WASTE BUILDING CODE INSPECTOR III COLLECTIONS DIVISION MANAGER
E/A	INCOME MAINTENANCE SUPERVISOR III IT ASSOCIATE SYSTEMS ADMIN OPERATIONS MANAGER -911
E/A	PAYROLL ADMINISTRATOR
E/E	SERVICES ON AGING ASSISTANT DIRECTOR TRAINING OFFICER
75	\$61,817 \$83,454 \$112,662
E/A	DEPUTY DIRECTOR-BOARD OF ELECTIONS

E/A	DEPUTY SWAT/MEDIC/PILOT
E/A	EMERGENCY MANAGEMENT COORDINATOR
E/A	ENVIRONMENTAL HEALTH MANAGER
E/A	EXISTING BUSINESS & INDUSTRY SPEC.
E/A	IT SYSTEMS ADMINISTRATOR
E/E	MEDICAL LABORATORY SUPERVISOR
E/A	NUTRITION PROGRAM DIRECTOR
E/A	OPERATIONS OFFICER
	PUBLIC HEALTH NURSE II
	SOCIAL WORKER IAT
E/A	SOCIAL WORKER SUPERVISOR II
E/E	VETERANS SERVICES OFFICER/DIRECTOR
76	\$64,908 \$87,626 \$118,295
E/A	ASSISTANT DIRECTOR OF NURSING
E/E	ASSISTANT TO COUNTY MANAGER/CLERK TO BOARD
E/A	BUILDING CODE SUPERVISOR
E/A	BUSINESS OFFICER
E/E	DEPUTY SHERIFF - CAPTAIN
E/E	DEPUTY SHERIFF - CAPTAIN/SRO
	DEPUTY TAX ADMINISTRATOR
E/E	DETENTION OFFICER-CAPTAIN
	GIS ADMINISTRATOR
E/P/C	IT SENIOR SYSTEMS ADMINISTRATOR
E/E	LIBRARY ASSISTANT DIRECTOR
	PUBLIC HEALTH NURSE III
	PUBLIC HEALTH NURSE III - ERRN
E/E	SERVICES ON AGING DIRECTOR
77	\$68,154 \$92,008 \$124,210
E/A	ACCOUNTING & BUDGET MANAGER
E/E	ENVIRONMENTAL HEALTH SUPERVISOR II
E/E	FIRE MARSHAL
E/P/C	IT SYSTEMS ENGINEER
E/A	OCCUPATIONAL HEALTH NURSE
E/E	PUBLIC HEALTH NURSE SUPERVISOR
E/E	REGISTER OF DEEDS
E/A	SAFETY AND RISK MANAGER
	SOCIAL WORKER SUPERVISOR IAT
E/A	SOCIAL WORKER SUPERVISOR III
78	\$71,561 \$96,608 \$130,421

E/E	EXECUTIVE DIRECTOR BOARD OF ELECTIONS
E/E	INCOME MAINTENANCE ADMIN II
E/E	INSPECTIONS DIRECTOR
E/P/C	IT SENIOR SYSTEMS ENGINEER
E/P/C	IT TECH SERVICES SUPERVISOR
E/E	SOLID WASTE DIRECTOR
79	\$75,139 \$101,438 \$136,942
E/P	DIRECTOR OF NURSING
E/E	FACILITIES DIRECTOR
	IT SENIOR SYSTEMS SUPERVISOR
E/E	PUBLIC AFFAIRS DIRECTOR
E/E	SOCIAL WORKER PROGRAM MANAGER
80	\$78,896 \$106,510 \$143,789
E/E	911 CENTER DIRECTOR
E/E	DEPUTY SHERIFF - MAJOR
E/E	DETENTION OFFICER - MAJOR
E/P/C	IT OPERATIONS MANAGER/APP ANALYST
E/E	JAIL ADMINISTRATOR - MAJOR
E/E	LIBRARY DIRECTOR
81	\$82,841 \$111,836 \$150,978
E/E	ADVANCED PRACTICE PROVIDER II
E/A	ASSISTANT DIRECTOR OF HUMAN RESOURCES
E/A	ASSISTANT FINANCE DIRECTOR
E/E	EMS DIRECTOR
E/E	OFFICE OF EMERGENCY SERVICES DIRECTOR
E/E	PLANNING DIRECTOR
82	\$86,983 \$117,427 \$158,527
E/E	HUMAN SERVICES DEPUTY DIRECTOR
E/E	PUBLIC HEALTH DEPUTY DIRECTOR
84	\$91,332 \$123,299 \$166,453
E/E	DENTIST
E/E	TAX ADMINISTRATOR
85	\$100,466 \$135,629 \$183,099
E/E	FINANCE DIRECTOR
E/E	HUMAN RESOURCES DIRECTOR
E/E	IT DIRECTOR

E/E	MAXWELL CENTER DIRECTOR
E/E	PUBLIC HEALTH DIRECTOR
E/E	SHERIFF
E/E	SOCIAL SERVICES DIRECTOR
86	\$110,512 \$149,192 \$201,409
87	\$121,564 \$164,111 \$221,550
88	\$133,720 \$180,522 \$243,705
NG*	Not on Grade
E/E	ASSISTANT COUNTY MANAGER
E/P	ASSISTANT COUNTY ATTORNEY - DSS
E/P	COUNTY ATTORNEY
E/E	COUNTY MANAGER
E/E	GWTA DIRECTOR
E/P	STAFF ATTORNEY
Titles with these designations <u>may</u> be qualified as FLSA exempt :	
E/E designates Exempt Status/Executive	
E/A designates Exempt Status/Administrative	
E/P designates Exempt Status/Professional	
E/P/C designates Exempt Status/Professional/Computers	
E/P/L designates Exempt Status/Professional/Learned	

2nd bid - \$3,200.00

Bobby Denning Properties LLC

1126 North Breazeale Ave.

Mount Olive N.C. 28365

David Edwards

919-222-8307

Jan. 7th

for Gordon St. & Oliver St.

\$140.00 - deposit

\$250.00 - Advertising fee.

\$410.00

7 cash

AFFP

Public Notice

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

Christy Williamson, being duly sworn, says:

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

January 07, 2025

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

SIGNED:



Christy Williamson, Advertising Director

Subscribed to and sworn to me this 7th day of January 2025.



Elizabeth Goodwin Howell, Notary, Wayne County, NC

My commission expires: July 13, 2027

00001317 71137015

Staff Attorney's Office
County of Wayne Staff Attorney's Office
PO Box 227
Goldsboro, NC 27533



PUBLIC NOTICE SALE OF COUNTY PROPERTY

An offer of Three Thousand Two Hundred Dollars (\$3,200.00) has been submitted for the purchase of certain property owned by the County of Wayne and the Town of Mount Olive located at the corner of Gordon Street and Oliver Street in Mount Olive, NC (PINs: 2572958034 & 2572949909) more particularly described as follows:

Two lots, Numbers Five (5) and Six (6) in the Sanderson Subdivision, Mount Olive, NC as shown by survey and plat made by C. Beems, Surveyor, November 12, 1937, which plat is recorded in the office of the Register of Deeds of Wayne County in Plat Book No. 4, Page 139.

BEGINNING at a stake on Gordon Street, corner Lot No. 4 and runs S. 50 degrees and 27' E. 129.7 feet to a stake in line of Lot No. 6; thence N. 77 degrees and 49' 82.8 feet to a stake in line of Sanderson Street; thence southwardly with line of Sanderson Street 49.8 feet to a stake corner of Lot No. 7; thence southwardly with Lot No. 7. 198.45 feet to Oliver Street; thence westwardly with Oliver Street 97 feet to a stake; thence with Gordon Street, S. 39 degrees and 33' 90.0 feet to the beginning. And being the same property conveyed to Gurney Roberts by deed dated November 18, 1938 and recorded in Book 200, Page 479 of the Wayne County Registry.

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 Manager, 224 E. Walnut Street, Goldsboro, NC 27530 by 5:00 P.M. on January 17, 2025. 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 \$3,410.00.

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 will be accepted.

Further information may be obtained at the Wayne County Manager's Office, 224 E. Walnut Street, Goldsboro, NC 27530 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

January 7, 2025

WAYNE COUNTY

12/3/2024 11:12:09 AM

WAYNE COUNTY & TOWN OF MT OLIVE										Return/Appeal Notes: Parcel: 2572958034																	
GORDON ST										PLAT: /UNIQ ID 5534																	
75268590										ID NO: 02H15011001012																	
COUNTYWIDE ADVALOREM TAX (100), TOWN - MOUNT OLIVE (100)										CARD NO. 1 of 1																	
Reval Year: 2019 Tax Year: 2024 GORDON ST										1.0000 LT SRC=																	
Appraised by 60 on 02002 TOWN OF MT OLIVE										TW-02 CI-03FR-00EX-2 AT- LAST ACTION 20170729																	
CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE															
TOTAL POINT VALUE		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB					CREDENCE TO													
BUILDING ADJUSTMENTS		01	00							% GOOD				DEPR. BUILDING VALUE - CARD 0													
TOTAL ADJUSTMENT FACTOR		TYPE: SINGLE FAMILY RESIDENTIAL																		DEPR. OB/XF VALUE - CARD 0							
TOTAL QUALITY INDEX		STYLE:																		MARKET LAND VALUE - CARD 5,350							
																				TOTAL MARKET VALUE - CARD 5,350							
																				TOTAL APPRAISED VALUE - CARD 5,350							
																				TOTAL APPRAISED VALUE - PARCEL 5,350							
																				TOTAL PRESENT USE VALUE - PARCEL 0							
																				TOTAL VALUE DEFERRED - PARCEL 0							
																				TOTAL TAXABLE VALUE - PARCEL \$ 5,350							
																				PRIOR							
																				BUILDING VALUE 0							
																				OBXF VALUE 0							
																				LAND VALUE 5,350							
																				PRESENT USE VALUE 0							
																				DEFERRED VALUE 0							
																				TOTAL VALUE 5,350							
																				PERMIT							
																				CODE DATE NOTE NUMBER AMOUNT							
																				ROUT: WTRSHD:							
																				SALES DATA							
																				OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE							
																				BOOK PAGE MOYR							
																				01733 0220 8 1999 WD U I 0							
																				HEATED AREA							
																				NOTES							
SUBAREA		GS	AREA	%	RPL	CS	CODE	QUALITY	DESCRIPTION	COUNT	LT	HT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	OVR	% COND	OB/XF DEPR. VALUE			
TYPE		TOTAL OB/XF VALUE 0																									
FIREPLACE																											
SUBAREA																											
TOTALS																											
BUILDING DIMENSIONS																											
LAND INFORMATION																											
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	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							
0100	0100	R-10	88	106	0.7600	3	1.0000						80.00	88.000	FF	0.760	60.80	5350									
TOTAL MARKET LAND DATA																											
TOTAL PRESENT USE DATA																											



WAYNE COUNTY

12/3/2024 11:12:48 AM

WAYNE COUNTY & TOWN OF MT OLIVE

OLIVER ST

75268590

Return/Appeal Notes: Parcel: 2572949909

PLAT: /UNIQ ID 5486

ID NO: 02H15011001011

COUNTYWIDE ADVALOREM TAX (100), TOWN - MOUNT OLIVE (100)

CARD NO. 1 of 1

1.0000 LT

SRC=

TW-02

CI-03FR-00EX-2 AT-

LAST ACTION 20170729

CONSTRUCTION DETAIL

TOTAL POINT VALUE

BUILDING ADJUSTMENTS

TOTAL ADJUSTMENT FACTOR

TOTAL QUALITY INDEX

USE

MOD

Eff. Area

QUAL

BASE RATE

RCN

EYB

AYB

% GOOD

TYPE: SINGLE FAMILY RESIDENTIAL

STYLE:

DEPRECIATION

CORRELATION OF VALUE

CREDESCENCE TO

DEPR. BUILDING VALUE - CARD

DEPR. OB/XF VALUE - CARD

MARKET LAND VALUE - CARD

TOTAL MARKET VALUE - CARD

TOTAL APPRAISED VALUE - CARD

TOTAL APPRAISED VALUE - PARCEL

TOTAL PRESENT USE VALUE - PARCEL

TOTAL VALUE DEFERRED - PARCEL

TOTAL TAXABLE VALUE - PARCEL \$

PRIOR

BUILDING VALUE

OBXF VALUE

LAND VALUE

PRESENT USE VALUE

DEFERRED VALUE

TOTAL VALUE

PERMIT

CODE

DATE

NOTE

NUMBER

AMOUNT

ROUT: WTRSHD:

SALES DATA

OFF. RECORD

DATE

DEED TYPE

Q/UV/I

INDICATE SALES PRICE

BOOK

PAGE

MO/YR

WD

U

I

HEATED AREA

NOTES

SUBAREA

GS

RPL

CODE

QUALITY

DESCRIPTION

COUNT

LT

WTH

UNITS

UNIT PRICE

ORIG % COND

BLDG#

SIZE

FACT

AYB

EYB

ANN DEP RATE

OV

% COND

OB/XF DEPR. VALUE

TOTAL OB/XF VALUE

TYPE

AREA

%

CS

FIREPLACE

SUBAREA

TOTALS

BUILDING DIMENSIONS

LAND INFORMATION

HIGHEST AND BEST USE

USE CODE

LOCAL ZONING

FRON TAGE

DEPTH

DEPTH / SIZE

LND MOD

COND FACT

OTHER ADJUSTMENTS AND NOTES

ROAD TYPE

LAND UNIT PRICE

TOTAL LAND UNITS

UNT TYP

TOTAL ADJUST

ADJUSTED UNIT PRICE

LAND VALUE

OVERRIDE VALUE

LAND NOTES

0100

0100

R-10

50

210

1.0800

2

1.0000

70.00

50.000

FF

1.080

75.60

3780

TOTAL MARKET LAND DATA

TOTAL PRESENT USE DATA

NON-ADVERTISED LEASE PROPOSAL

PROPOSAL TO LEASE TO THE STATE OF NORTH CAROLINA NON-ADVERTISED- PO-28

1. NAME OF LESSOR: Wayne County

2. LESSOR'S AGENT:

INDICATE EACH LESSOR'S BUSINESS CLASSIFICATION AS APPLICABLE: ☐ A. PROPRIETORSHIP ☐ B. PARTNERSHIP ☐ C. CORPORATION ☐ D. GOVERNMENTAL ☐ E. NON-PROFIT ☐ F. *** (HUB) HISTORICALLY UNDERUTILIZED BUSINESSES ☐ G. OTHER: TAX I.D. #

MAILING ADDRESS: 224 E. Walnut Street

MAILING ADDRESS:

CITY: Goldsboro ZIP: 27530

CITY: ZIP:

PHONE#: (919) 731-1435 CELL#:

PHONE#: CELL#:

E-MAIL: chip.crumpler@waynegov.com

E-MAIL:

3. SPACE LOCATION: (including building name, floors involved & suite or room numbers unless entire floor)

MAINTENANCE CONTACT / PHONE#:

STREET ADDRESS CITY COUNTY ZIP CODE
209 West Spruce Street Goldsboro Wayne 27530

4. ATTACH FLOOR PLAN TO SCALE SHOWING THE SIZE AND LAYOUT OF SPACE OFFERED

5. GROSS SQUARE FOOTAGE BEFORE NET USAGE COMPUTED

A. OFFICE

B. WAREHOUSE

C. OTHER

6. All proposals must be submitted on the basis of net square footage as defined on reverse side of this sheet and in the State Specifications (form PO-27 if applicable)

A. DESIRED PROPOSAL

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES	JANITOR SERVICES	WATER / SEWER	REQUIRED PARKING SPACES
OFFICE	6,400	\$1.00		YES	YES	YES	clientele (as available)
WAREHOUSE							state car
OTHER							
TOTALS	6,400	\$1.00	XXXX	XXXX			XXXX

Lessor will provide () employee parking spaces in above proposal at no additional charge to the State.

Comments: (upfit if applicable - continuation on separate blank page)

Refresh paint, repair any holes in walls, parking or sidewalks; replace HVAC air filters; wash interior/exterior windows; repair and/or replace soiled carpet, flooring, toilet seats etc. etc. if applicable.

ERRORS BY PROPOSERS IN CALCULATING NET SQUARE FOOTAGE WILL REDUCE THE ANNUAL RENTAL WITHOUT CHANGING THE PROPOSED RATE PER SQUARE FOOT IN THE PROPOSAL (see NOTE on page #2)

B. OPTIONAL ALTERNATE PROPOSAL NO. 1

(FOR PROPOSALS NOT INCLUDING UTILITIES AND/OR JANITORIAL SERVICES)

TYPE OF SPACE	TOTAL NET SQ. FT.	ANNUAL RENTAL	ANNUAL RENT PER SQ. FT.	UTILITIES YES/NO	JANITORIAL SERVICES YES/NO	WATER/SEWER YES/NO
OFFICE	N/A					
WAREHOUSE						
OTHER						
TOTALS			XXXX	XXXX	XXXX	

Lessor will provide () clientele parking spaces, () employee parking spaces and () state vehicle parking spaces

Comments:

7. LEASE TERM: YEARS 3 BEGINNING DATE: July 1, 2025

8. RENEWAL OPTIONS, IF ANY: TERMS AND CONDITIONS:

NOTE: RATES THAT INCLUDE INDETERMINABLE PERCENTAGE INCREASES, SUCH AS UNCAPPED CPI INCREASES ETC., ARE NOT ACCEPTABLE DURING EITHER THE INITIAL TERM OR ANY RENEWAL PERIOD(S)

The State of North Carolina supports the use of products and materials having recycled content in renovation and construction. The proposed building must have facilities for handling materials to be recycled such as plastics, aluminum, wastepaper and cardboard.

THE PROPOSED BUILDING MUST BE COMPLETELY FREE OF ANY HAZARDOUS ASBESTOS OR HAZARDOUS LEAD PAINT THROUGHOUT THE STATE'S TENANCY.

Is the proposed building free of hazardous asbestos?

YES

NO

Is the proposed building free of hazardous lead paint?

YES

NO

DEPARTMENT: Adult Correction, Probation and Parole

DIVISION: 1

CITY: Goldsboro

SQUARE FEET: 6,400 AGENT:

DATE:

LESSOR:

9. ADDITIONAL INFORMATION (list any maintenance, replacements and/or paint touch-up if applicable - continuation on separate blank page)

10. Is Property To Be Leased Within An Area Designated By Fema To Be In A Flood Prone Area (100 Year, 500 Year)? If So, Please Provide Details Below

11. Does this space comply with local and State Building safety and zoning codes specifically including OSHA provisions for the handicapped and applicable sections of the State Building Code Volumes I-V?

YES

NO

PARTIALLY

EXPLAIN IF OTHER THAN "YES" IS CHECKED ABOVE:

12. This proposal is made in compliance with the specifications furnished by Wayne County. I realize that the State reserves the right to reject this proposal for any reason it deems warranted. This proposal is good until . I ACKNOWLEDGE AND FURTHER AFFIRM THAT I am aware of and familiar with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et seq.) and if the above firm is awarded the contract, it will comply with the provisions of said Act.

I am aware that annual per square foot rental rate(s) which include indeterminable percentage increase(s) such as uncapped Consumer Price Index increases etc., are not acceptable during either the initial term or any renewal period(s):

(HUB) HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) CONSIST OF MINORITY, WOMEN AND DISABLED BUSINESS FIRMS THAT ARE AT LEAST FIFTY-ONE PERCENT OWNED AND OPERATED BY AN INDIVIDUAL(S) OF THE AFOREMENTIONED CATEGORIES. ALSO INCLUDED IN THIS CATEGORY ARE DISABLED BUSINESS ENTERPRISES AND NON-PROFIT WORK CENTERS FOR THE BLIND AND SEVERELY DISABLED.

N.C.G.S. § 133-32 and Executive Order 24 prohibit any offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or any person seeking to do business with the State. By execution of this proposal, you attest, for you, your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Chip Crumpler

Printed Name of Lessor

Signature of Lessor

Date

ELECTRONIC DELIVERY INSTRUCTIONS

NON-ADVERTISED PROPOSAL:

Questions should be directed to your NC agency contact or to NC State Property Office at: 984-236-0270

NOTE: Net square footage is a term meaning the area to be leased for occupancy by State Personnel and/or equipment. To determine net square footage:

1. Compute the inside area of the space by measuring from the normal inside finish of exterior walls or the roomside finish of fixed corridor and shaft walls, or the center of tenant separating partitions.
2. Deduct from the Inside area the following:
 - *a. Toilets and lounges
 - *b. Entrance and elevator lobbies
 - *c. Corridors
 - d. Stairwells
 - e. Elevators and escalator shafts
 - f. Building equipment and service areas
 - g. Stacks, shafts, and interior columns
 - h. Other space not usable for State purposes

*Deduct if space is not for exclusive use by the State. Multiple State leases require a, b, and c to be deducted. The State Property Office may make adjustments for areas deemed excessive for State use.

DEPARTMENT: Adult Correction Probation and Parole

DIVISION: 1

CITY: Goldsboro

SQUARE FEET: 6,400

AGENT:

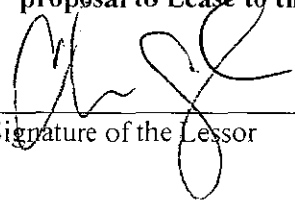
DATE:

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN room and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

**The lessor is in agreement with the above conditions and the conditions of the also signed
"proposal to Lease to the State of North Carolina" Form PO-28.**



Signature of the Lessor

2/18/25

Date

Chip Crumpler

Print Name of the Lessor

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED
BY THE NORTH CAROLINA DEPARTMENT OF ADULT CORRECTION**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF WAYNE

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 2025, by and between, **COUNTY OF WAYNE**, hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

WITNESSETH:

THAT WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September 1981; and as amended on September 8, 1999 and December 7, 1999, and October 6, 2020 and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Goldsboro, County of Wayne**, North Carolina, more particularly described as follows:

Being approximately ±6,400 net square feet of office space located at 209 W. Spruce Street; Wayne County; Goldsboro, North Carolina, and further described in the floor plan, Exhibit "A".

**NC DEPARTMENT OF ADULT CORRECTION, PROBATION AND PAROLE,
DIVISION 1, DISTRICT 8**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of **three (3) years**, commencing on **1st day of July 2025**, or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **30th June 2028**.

2. During the term of the lease, the Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** dollar per annum, said rental to be payable within 15 days from receipt of invoice. The Lessee agrees to pay the aforesaid rental to the Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services, and utilities to the satisfaction of the Lessee.

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

- B. Maintenance of lawns, sidewalks, shrubbery, parking, paved areas and common areas and disposal of trash is required.
- C. Lessor provides required fire extinguishers and servicing, pest control, and outside trash disposal, including provision for the handling of recyclable items such as aluminum cans, cardboard, and paper. All pesticides must be applied by a licensed technician.
- D. All utilities except telecommunications.
- E. Daily janitorial service and supplies.
- F. Parking (as available).
- G. If applicable elevator service.
- H. The leased premises are generally accessible to persons with disabilities. This shall include access to the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to accessible restroom.
- I. Any fire or safety inspection fees, stormwater fees, or land transfer tax/fees.
- J. All other terms and conditions of the signed "Proposal to Lease to the State of North Carolina" Form PO-28 incorporated herein by reference and the "Specifications for Non-advertised Lease" (Exhibit B).

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in operative condition. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be thereafter become due hereunder. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures, or signs in or upon the leased premises. Such fixtures, additions, structures, or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises are destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate, and the rent shall be apportioned to the time of the damage. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, there shall be an apportionment of the rent until the damage

has been repaired. During such a period of repair, Lessee shall have the right to obtain similar office space at the expense of Lessee or the Lessee may terminate the lease by giving 15 days written notice to the Lessor.

8. Lessor shall be liable to Lessee for any loss or damage suffered by Lessee which is a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation, or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Lessor:

**Wayne County
224 E. Walnut Street
Goldsboro, North Carolina 27530**

w/copy to: N/A

To the Lessee:

**NC Department of Adult Correction (DAC), Purchasing Office
3512 Bush Street (MSC 5227)
Raleigh, North Carolina 27609-5227**

with a copy to:

**State Property Office
Attn: Leasing Manager and Space Planning Section
1321 Mail Service Center
Raleigh, North Carolina 27699-1321**

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. Within 30 days of Commencement Date, Lessor agrees to construct, upfit, repair and maintain the Premises in accordance with (a) the approved floor plan attached hereto as Exhibit A and (b) the applicable regulation and building code provisions of the governmental authority having jurisdiction over the Premises.

16. N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

The rest of this page is intentionally left blank.

LESSEE:

STATE OF NORTH CAROLINA

By: _____ (SEAL)
Joanne Rowland, Director
DAC Purchasing Office

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Joanne Rowland** personally appeared before me this date and acknowledged the due execution by s/he of the foregoing instrument as Director of Purchasing Office of the Department of Adult Correction of the State of North Carolina, for the purposes therein expressed.

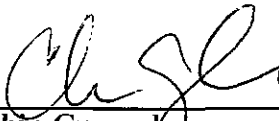
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the ____ day of _____, **2025**.

Notary Public
Printed Name: _____

My Commission Expires: _____

LESSOR:

WAYNE COUNTY

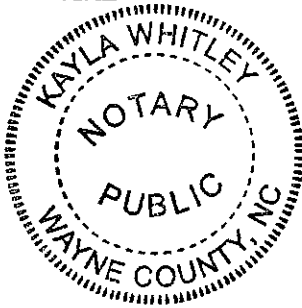
By:  (SEAL)
Chip Crumpler
Wayne County Manager

STATE OF NORTH CAROLINA

COUNTY OF Wayne

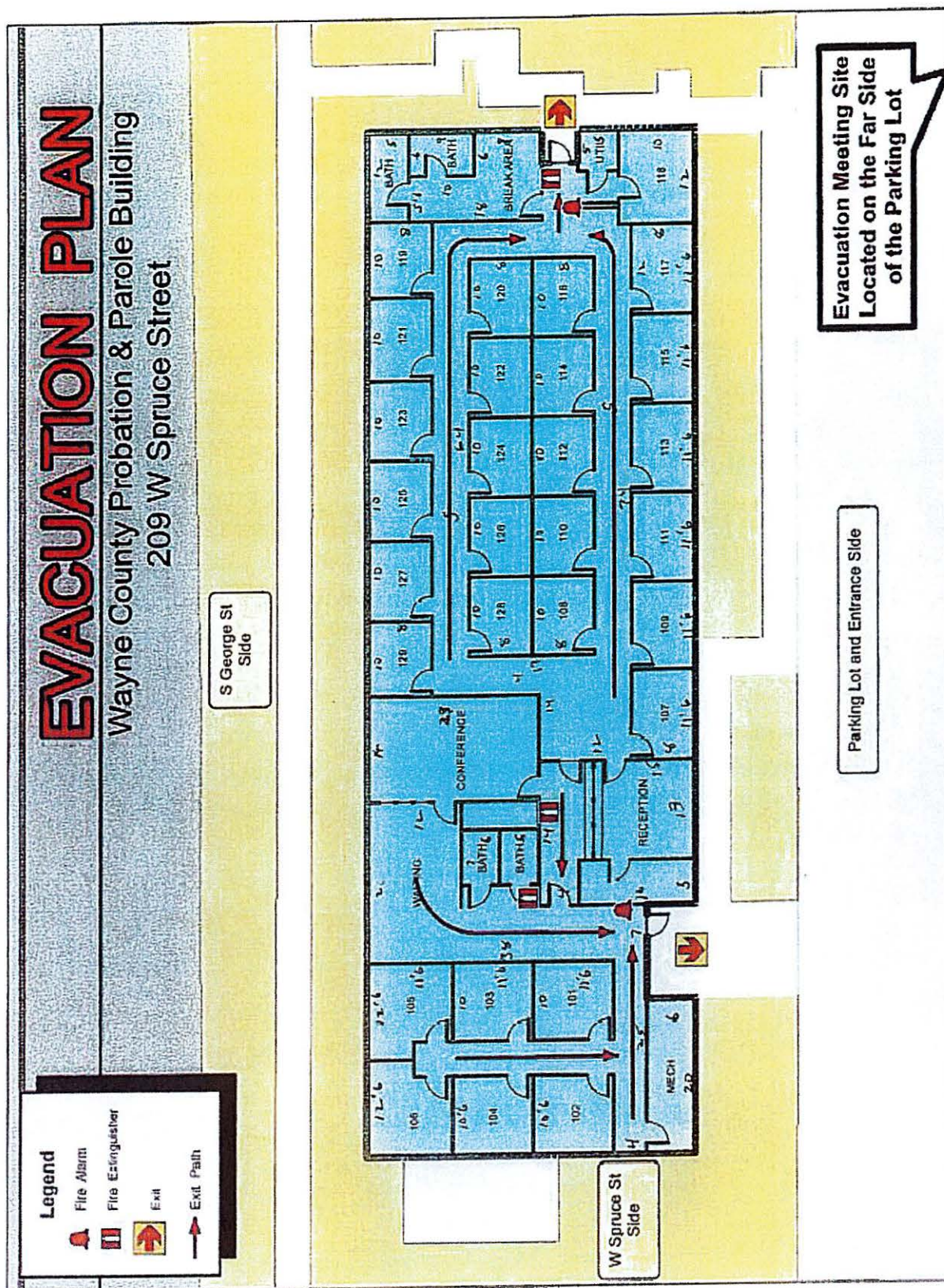
I, Kayla Whitley, a Notary Public in the County of 'Wayne', and State aforesaid, do hereby certify that **Chip Crumpler** personally came before me this day and acknowledge the due execution of the foregoing instrument on behalf of the limited liability company and for the purposes stated herein.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this the 18th day of February, 2025.



Kayla Whitley
Notary Public
Printed Name: Kayla Whitley

My Commission Expires: March 24, 2029



total 6,400 square feet

SPECIFICATIONS FOR NON-ADVERTISED LEASE

1. The floor plan should show building exits for the proposed space. Also, provide the year the building was constructed.
2. This facility must provide an environment that is barrier-free and easily accessible to physically disabled staff, visitors and clientele. Compliance with the State Building Code and the Americans with Disabilities Act (ADA) is required. Toilet facilities shall be ADA accessible and code compliant.
3. The air conditioning and heating system shall be maintained by Lessor including frequent filter cleaning and replacement. Year-round ventilation shall be provided to prevent stale air problems and unacceptable CO2 content. Waiting areas, LAN rooms and conference room(s) may require additional HVAC.
4. Telecommunication room temperature should be within a range of 65° to a maximum of 75°. This is a 24-hour per day, 7-days per week requirement. A separate HVAC system may be required to maintain this temperature range.
5. All lighting and electrical maintenance shall be furnished by Lessor including the replacement of ballasts, light tubes, and replacement bulbs.
6. The Lessor shall provide required fire extinguishers and servicing, pest control (by a licensed technician) and outside trash disposal including provision for the handling of recycling items such as aluminum cans, cardboard, and paper. Frequent trash and recycling pick-up required. Year-round maintenance is required to maintain a neat and professional appearance of the site at all times.
7. Lessor shall provide internal and external signs that will provide easy identification of the office by the general public (*if applicable NC DAC request please work to be performed by [Correction Enterprises](#)*).
8. Locking hardware is required on all storage rooms, equipment rooms, files rooms and LAN room. Supply storage closets require shelving.
9. The Lessor shall provide sufficient window coverings shall be provided to control glare within the space (venetian blinds or acceptable equivalent).

10. The Lessor shall provide vinyl tile or other floor covering acceptable to the State in all finished areas. Prefer carpeting for all offices and conference rooms. If floors are carpeted, they should be commercial grade 26 oz or 24 oz carpet squares preferred, acceptable to the Lessee. LVT tile is preferred in the waiting area, LAN room(s), kitchenette, restrooms and hallways. LAN room tile should be anti-static. New or like-new carpet is preferred. If not new, carpet must be professionally cleaned and all stains removed before occupancy. High traffic areas will require frequent cleaning and replacement of floor finishes to maintain a neat, clean, high-quality finish and will be at the State Property Office's discretion.
11. Lessor shall shampoo all carpet and clean the outside of the building windows annually.
12. Lessor shall be responsible for snow and debris removal as quickly as possible to avoid work delays.
13. The per square foot price proposal is based on the floor plan and repair lists agreed upon by the State of North Carolina and includes but it not limited to all partitions, demolition, and up fitting costs: building and grounds maintenance; property taxes; insurance; fire and safety inspection fees; stormwater fees; land transfer tax; common area maintenance and other building operational costs.
14. The number of keys to be provided to the State for each lockset shall be reasonably determined by the State prior to occupancy, at no cost to the State.
15. All parking areas shall be adequately lighted and located within a reasonable distance of the office.
16. Lessor shall provide all conduits and pull strings from above the ceiling to outlet boxes. State to install wiring and cover plates.
17. Lessor is responsible for providing all cleaning supplies, paper and soap products for kitchen and bathrooms regardless of who contracts for janitorial services.

The lessor is in agreement with the above conditions and the conditions of the also signed "proposal to Lease to the State of North Carolina" Form PO-28.

**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2025-6: A RESOLUTION RECOGNIZING AND APPROVING
OF THE WAYNE COUNTY OFFICIAL AMERICA 250 NC COMMITTEE**

WHEREAS, Roy Cooper, Governor of North Carolina created AMERICA 250NC to plan, encourage, develop, and coordinate the commemoration of the 250th anniversary of the United States and North Carolina's integral role in that event and the role of its people on the nation's past, present, and future; and

WHEREAS, AMERICA 250 NC has a mission to engage ALL North Carolinians and ALL 100 counties through their many signatures and officially recognized programs, projects, and events over the commemoration by inspiring future leaders and celebrating North Carolina's contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA 250 NC's mission, Wayne County Committee is officially formed to achieve the goals of AMERICA 250 NC; and

NOW, THEREFORE, BE IT RESOLVED, that the Wayne County Board of Commissioners hereby endorses AMERICA 250 NC and its mission and the County of Wayne officially establishes an AMERICA 250 NC Committee made up of a diverse group of citizens to work with AMERICA 250 NC on any and all activities. The participants of the Wayne County Committee will be strictly voluntary roles and there will be no compensation for participation.

Adopted this the 18th day of February, 2025.


Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

Attest:


Carol Bowden, Clerk to the Board





TO: Wayne County Board of Commissioners
FROM: Mandy Trujillo, Wayne County Procurement Specialist
DATE: February 12, 2025
SUBJECT: Request to award the Feasibility Study Contract for the Courthouse and Jail

Requests for Qualifications were sent out on November 6, 2024, and six packets were received and opened on December 13, 2024, at 2:00 pm. Per the guidance of the County Manager three firms were to be interviewed by the Facilities Committee: Oakley and Collier, Dunn and Dalton and Intrepid. Following the interviews the Facilities Committee discussed the interviews.

Upon this discuss the committee respectfully requests the Wayne County Board of Commissioners approve Intrepid and enter into a contract for this study.

The committee average scoresheet is attached for your review.

RFQ for Architectural Services
Jail and Courthouse
Evaluation Worksheet

Item	Description	Evaluation Criteria	Total Possible Points	OCA	Dunn and Dalton	Intrepid
A	Understanding Scope of Work	Clear and concise statements that indicates interest in our project.	10	9	6	10
B	Detailed solution to include transition or set-up project schedule communication to the County	Clear and concisely explained.	10	9	6	9
C	Adequacy of proposed staff resources:	*Number of staff *Qualifications *Certifications	10	9	5	8
D	Company's experience as prime designer, company and consultant experience and methods related to construction management through occupancy of the facility.	Clean and concisely explained.	20	16	11	17
E	Overall performance on past projects. (Similar projects)	Clean and concisely explained.	20	16	10	17
F	Team's demonstrated ability to complete tasks on time.	At risk for cost and scheduling issues. Clearly and concisely explained.	10	9	6	9
G	Approach to the work to be done	Logical sequence and organization. _____(5) Innovative methods concepts proposed _____(5)	10	8	7	9
H	Quality, clarity and completeness of presentation.	Clean and concisely explained.	10	9	6	9
			100	85	57	88

Evaluation Submitted by: _____ Date: _____ Notes Attached "Yes" "No"



WAYNECOUNTY
NORTH CAROLINA

SHERIFF'S OFFICE, COURTHOUSE, & JAIL

FEASIBILITY STUDY



 **INTREPID**
ARCHITECTURE

Presentation of Qualifications
February 12th, 2025



Who We Are

INTREPID Architecture is a progressive architecture firm serving clients throughout eastern North Carolina and Virginia. Together, architects Albi McLawhorn, AIA and Dani Hoff, AIA have successfully collaborated on a diversity of public and private projects including both new construction and complex renovations. We have multiple ongoing projects in Wayne County and are focused on client service.





Your Design Team



Albi McLawhorn, AIA, NCARB

Principal-in-Charge
 NC License #11208
 AlbiM@IntrepidArchitecture.com
 c 252.902.4046



Dani Hoff, AIA, NCARB

Project Architect
 NC License #15158
 DaniH@IntrepidArchitecture.com
 p 252.270.5330

Design
 Consultants



Proven Experience, Multiple Licensed Professionals, Growing Firm



Your Design Team



Kevin Allen, PE
VP, Plumbing & Fire
Protection



Roger Woods, PE
VP, Mechanical
Engineer

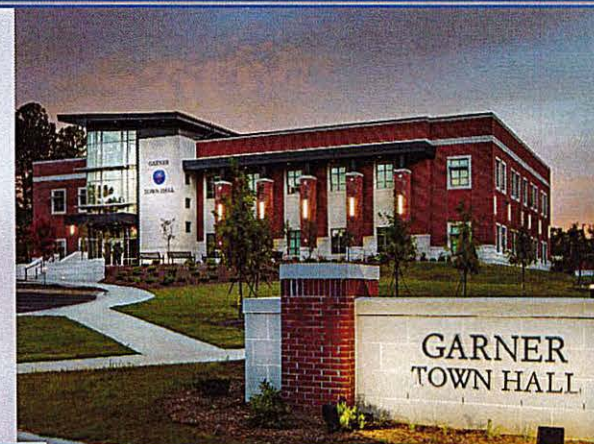


Matt John, PE
Principal, Electrical
Engineer



Government Facilities
#14 BUILDING DESIGN
+ CONSTRUCTION
TOP E/A FIRMS 2023

North Carolina
500+ Government projects
Local, State, Federal





Your Design Team



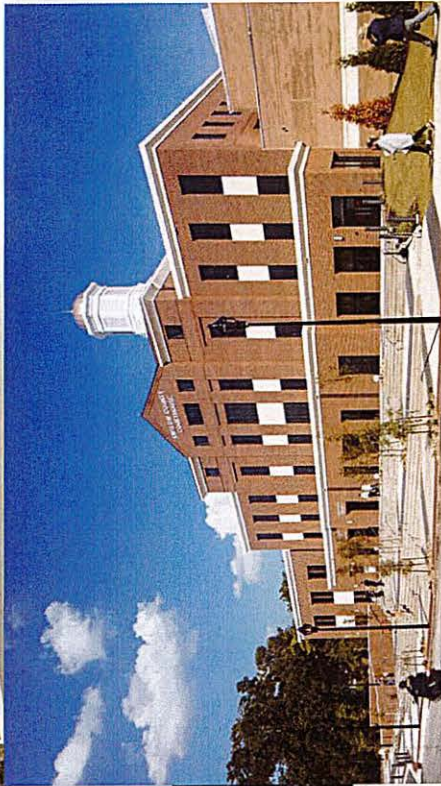
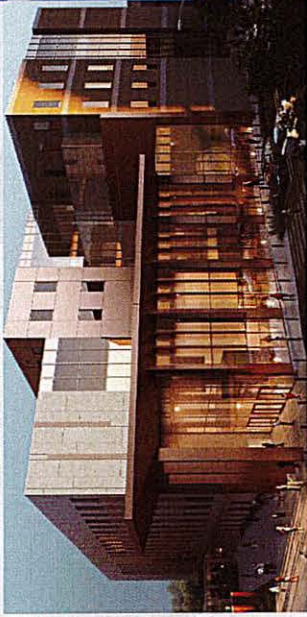
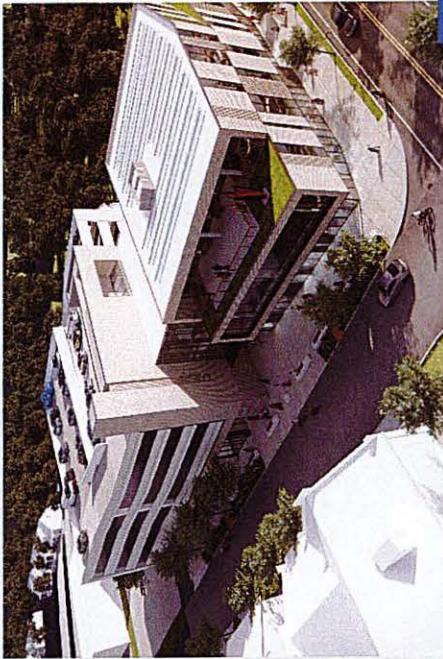
Delaney Ortiz, PE, SE
Project Manager



Christine Bendixen, PE
Project Engineer,
Design Director

- SERVICES**
- Structural Engineering
 - Special Inspections
 - Adaptive Reuse
 - Forensic Engineering
 - Sustainable Design
 - Structural Investigation
 - Historic Preservation

- GENERAL**
- HUB Certified - Woman-Owned
 - SWaM #725989 - Small, Woman-Owned
 - Small Professional Services Firm (SPSF) - NC
 - DBE Certified - NC, VA, MD
 - WBENC Certified - Woman-Owned





Your Project Team



WAYNECOUNTY
NORTH CAROLINA

OWNER'S
PROJECT MANAGER



DESIGN TEAM



Albi McLawhorn, AIA, NCARB
President & Owner
NC License #11208



Dani Hoff, AIA, NCARB
Project Architect
NC License #15158



Olivia Phillips, LEED GA, IDCEC
Interior Designer

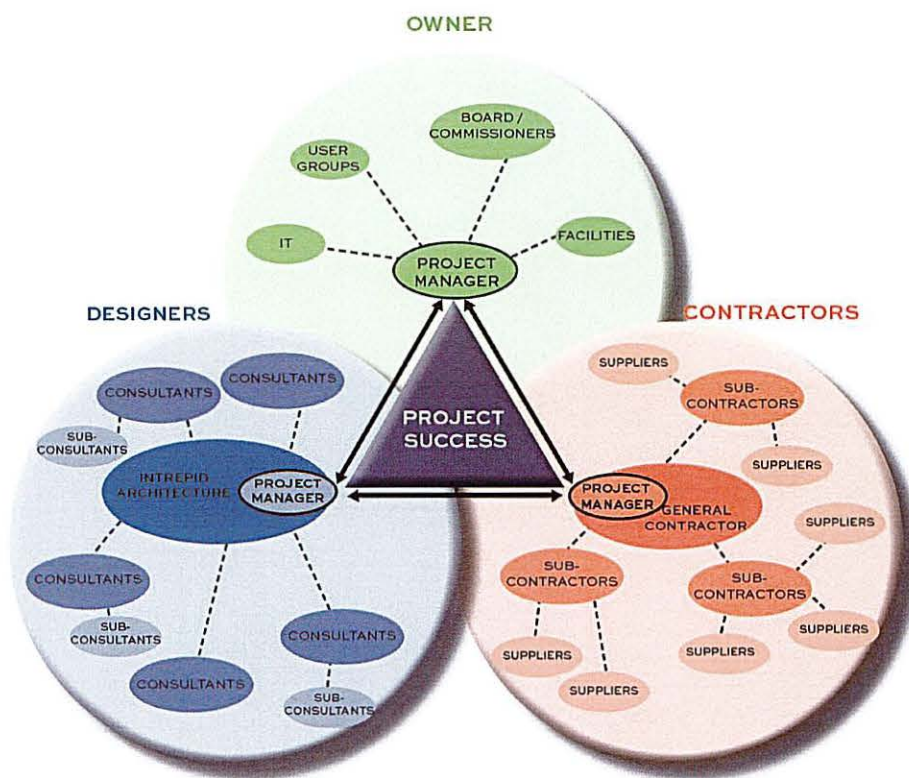
ARCHITECTURE &
INTERIOR DESIGN



CONSULTANTS



How We Work



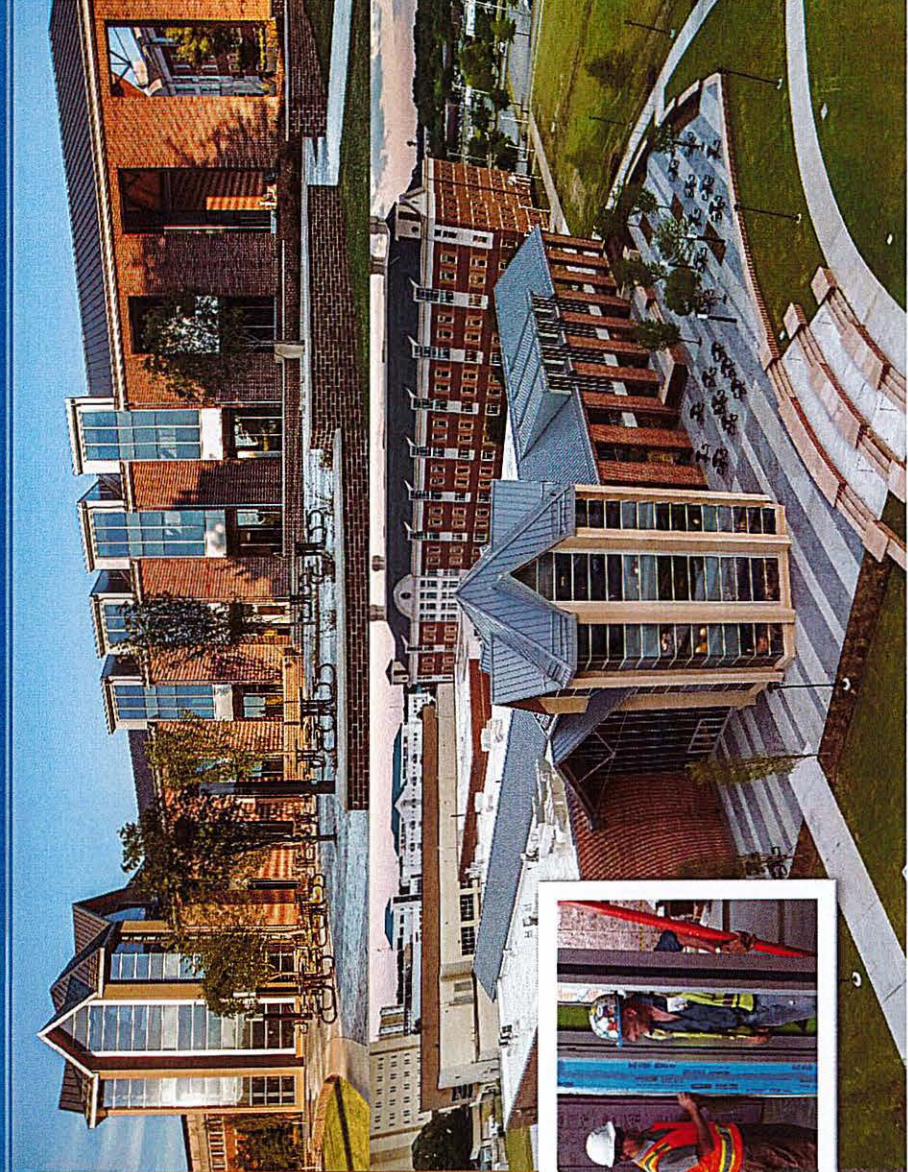
“Three-Legged Stool Approach”

- Each role plays an essential role
- Clear Communication is critical
- Hands-on Collaboration



INTREPID ARCHITECTURE

How We Work



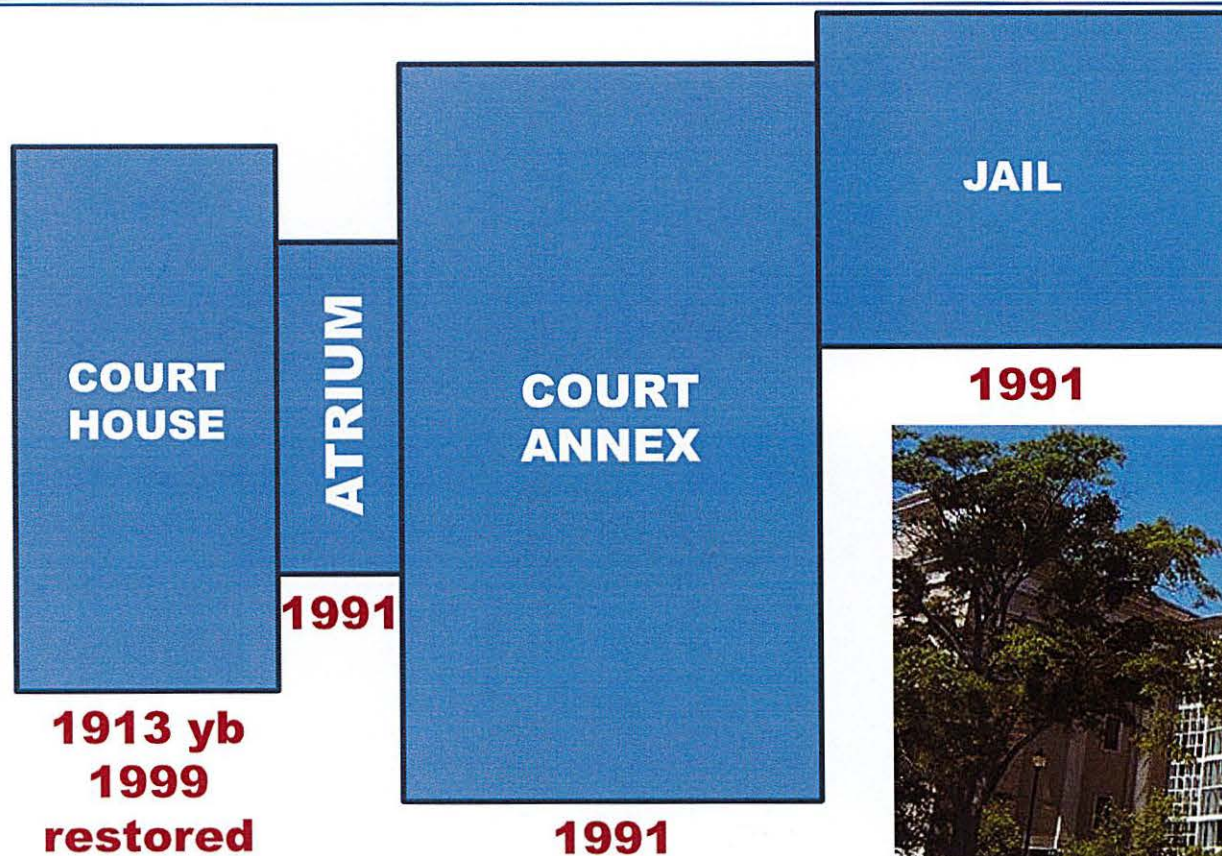


Why Choose Us?

- Extensive Feasibility / Study Experience
 - ❖ Wayne County Health Dept. & Social Services Study
 - ❖ NC DOT State-wide ADA Transitions Plan
 - ❖ ECU Brody School of Medicine Study (High-Rise)
 - ❖ Eastern Nephrology Corporate Office Study
- Proven Renovation & High-Rise Knowledge
 - ❖ ECU – Brody, White, Greene, & Fletcher (High-Rise Renovations)
 - ❖ Legacy & Jones Renovations (~180,000 SF @ ~\$50 million)
- Specialized Relevant Expertise
 - ❖ Multiple Law Enforcement Faculties, Judicial Projects, etc.
 - ❖ Knowledge of Your Building



Interior (Infrastructure) Needs



Understanding Your Building

- Diverse programs
- Varying levels & building heights
- Multiple building & equipment ages
- Unique code concerns





Interior (Infrastructure) Needs

STUDY	FOCUS	OUTCOMES
AGE	Decipher the time capsule	What to keep versus replace/repair
PROGRAM	Level of change by this project	Impacts: code, performance, cost, options
BUDGET	Consider first & long-term costs	Predict bid day number & future operating costs
SCHEDULE	Limiting disruption to services	What needs to happen “during” construction
FLEXIBILITY	Concepts for building next 10 years	Future-proof building systems where viable



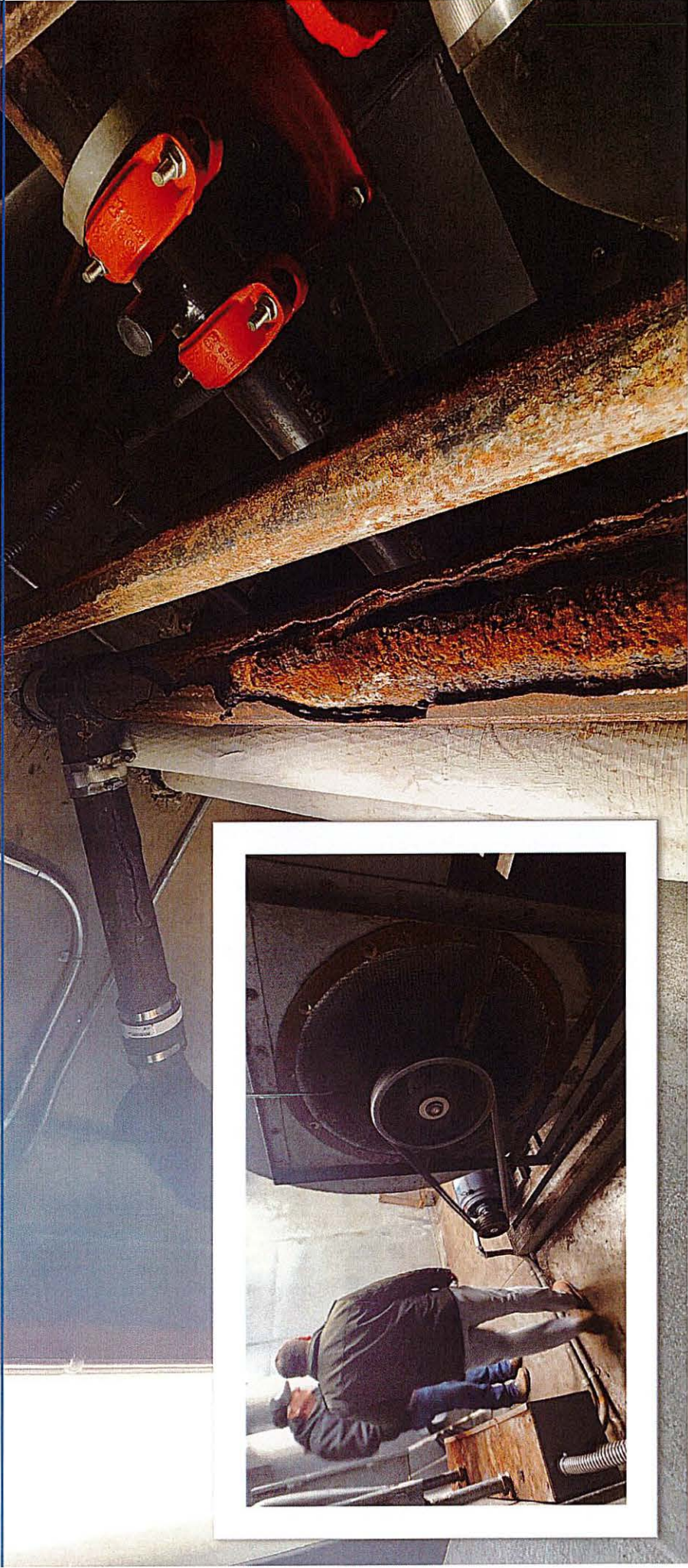


Interior Needs

- 
- Safety (pickets too far apart & too low)
 - Circulation
 - Ease of Maintenance



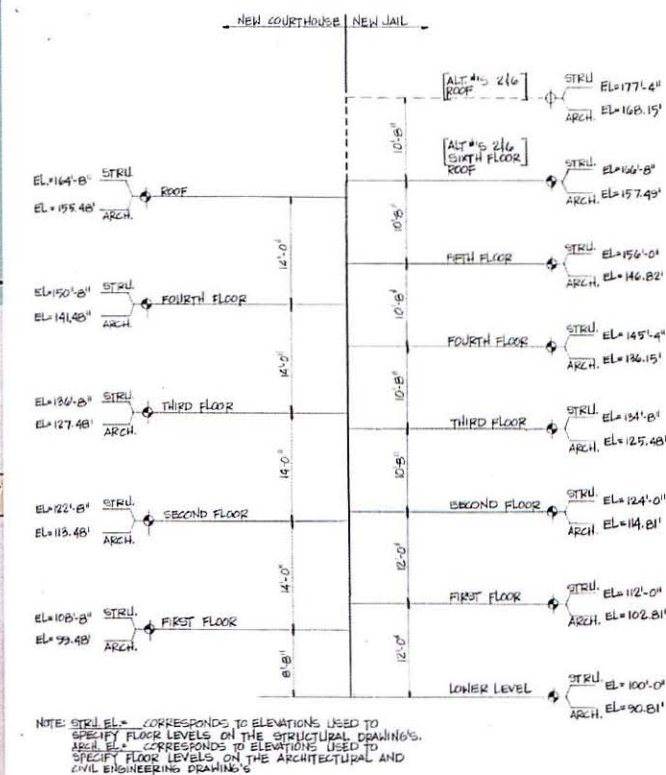
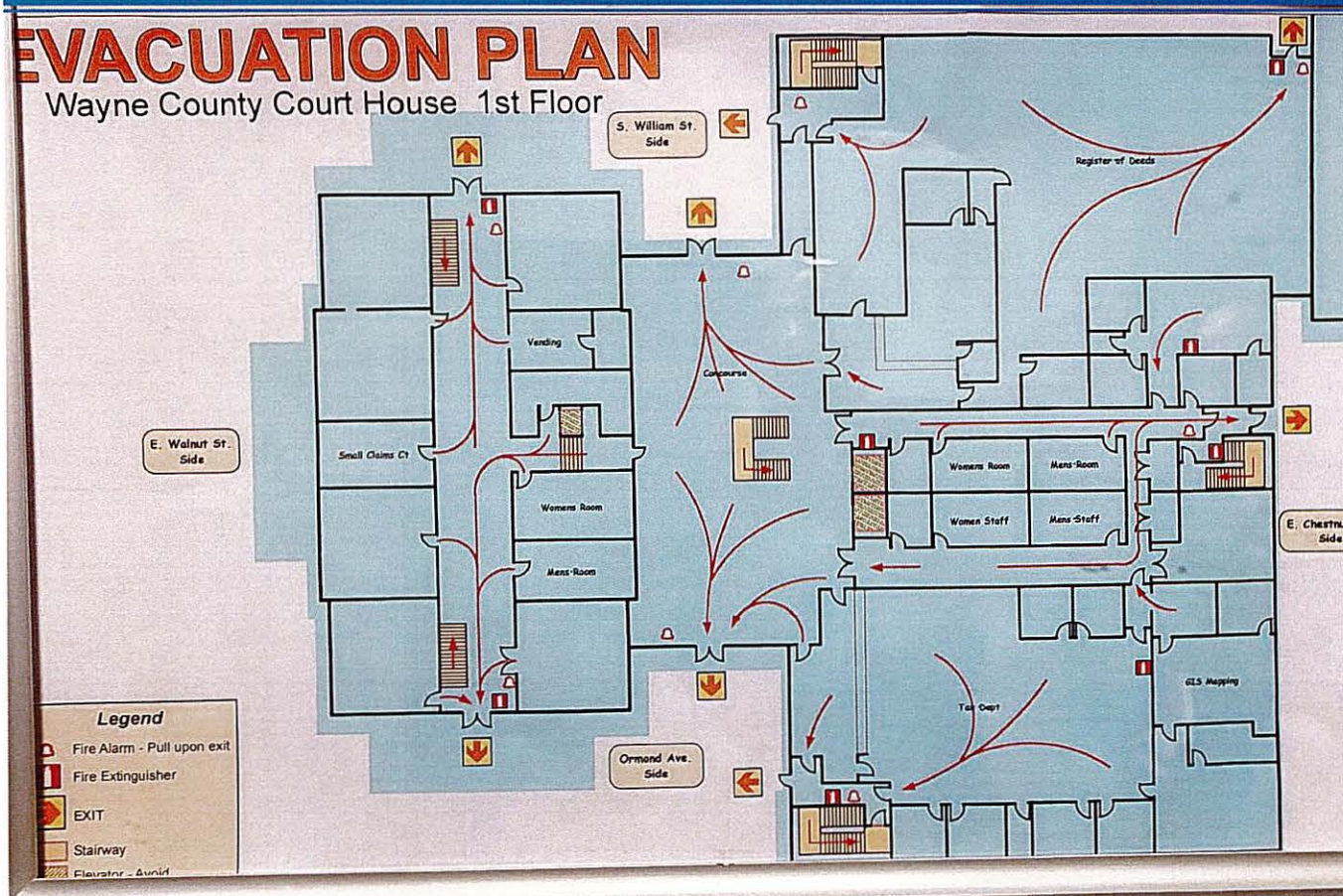
Interior Needs



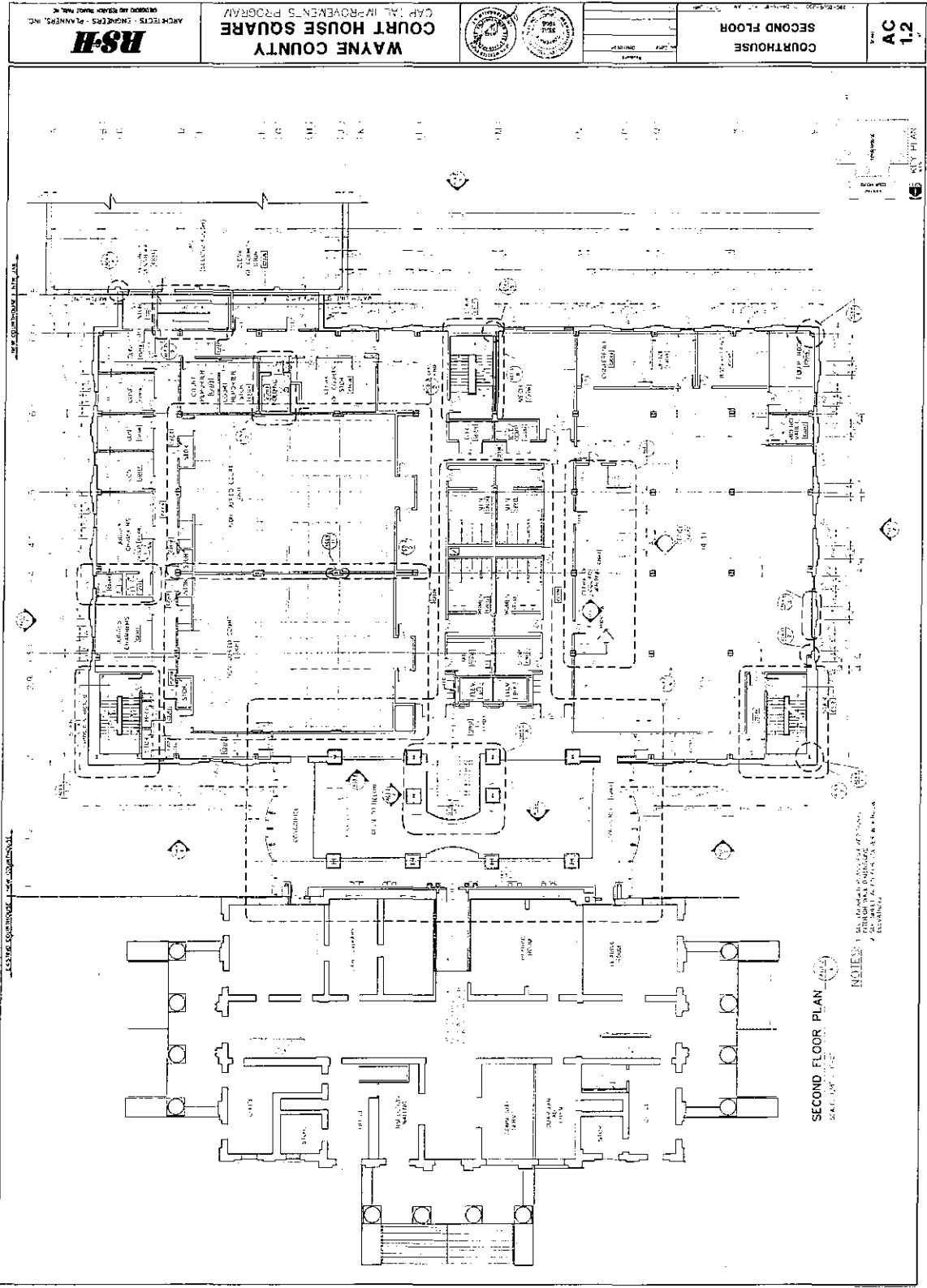
Interior Needs

EVACUATION PLAN

Wayne County Court House 1st Floor



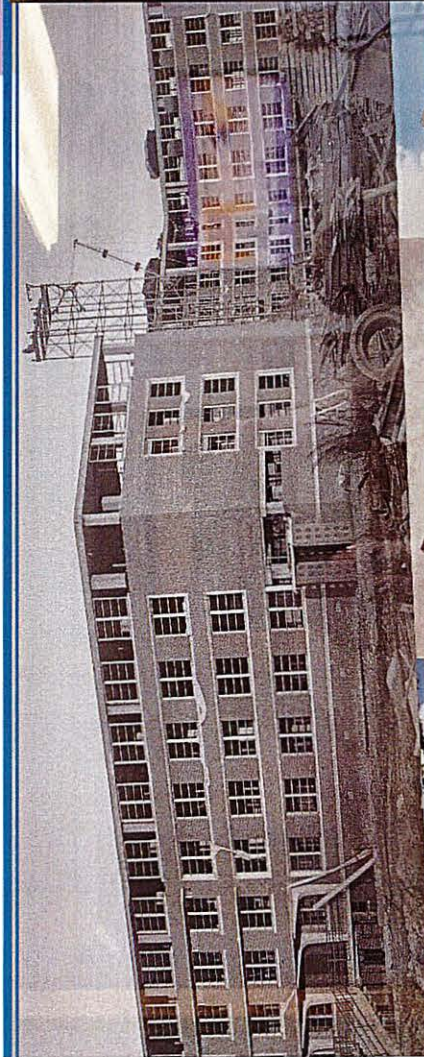
FLOOR ELEVATION KEY SCHEMATIC



$$\begin{aligned} \mathbb{E}[\mathcal{E}_1] &= \mathbb{E}[\mathcal{E}_1 | \mathcal{E}_1 = 0] + \mathbb{E}[\mathcal{E}_1 | \mathcal{E}_1 = 1] \\ &= 0 + \mathbb{E}[\mathcal{E}_1 | \mathcal{E}_1 = 1] \\ &= \mathbb{E}[\mathcal{E}_1 | \mathcal{E}_1 = 1] \end{aligned}$$
$$\frac{\sum_{i=1}^n |u_i|}{\sum_{i=1}^n u_i + c}$$

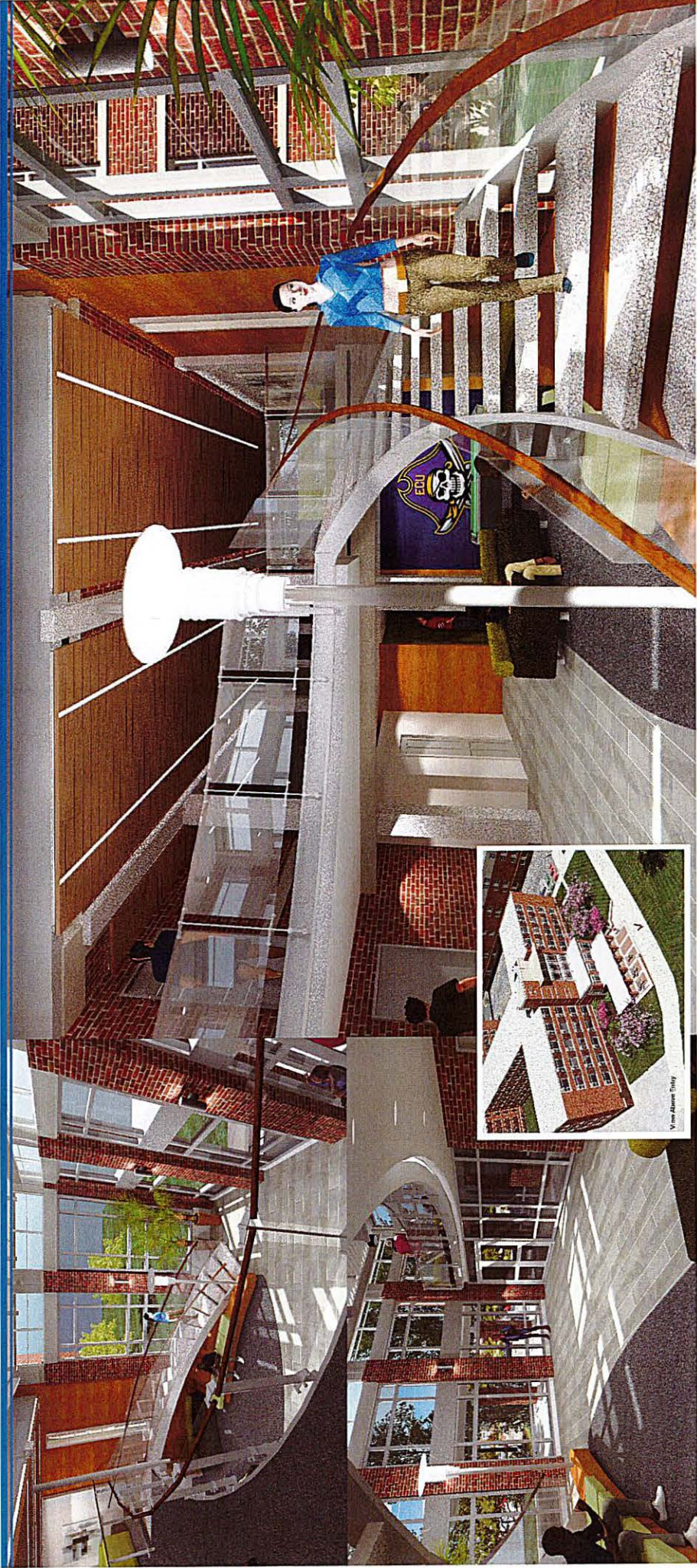


Interior Needs





Interior Needs





Interior Needs



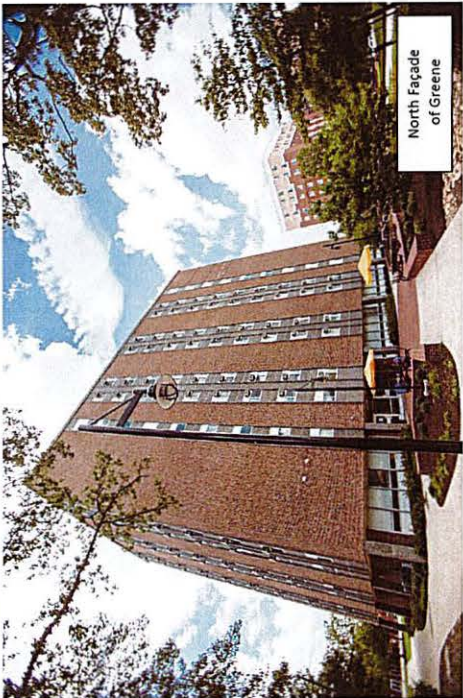


Exterior Needs

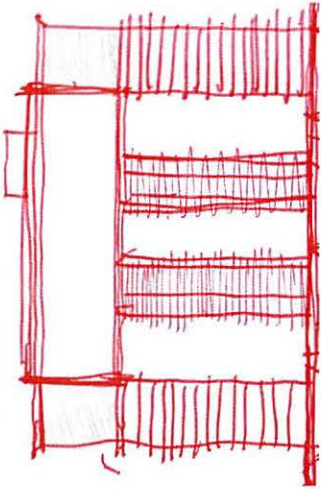
- Transform the Façade?
- Maintenance (windows/masonry)



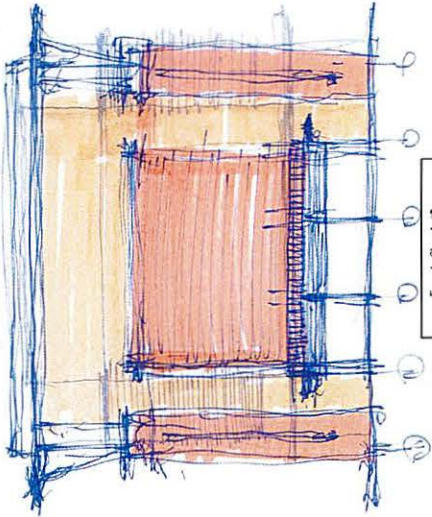
Exterior Needs



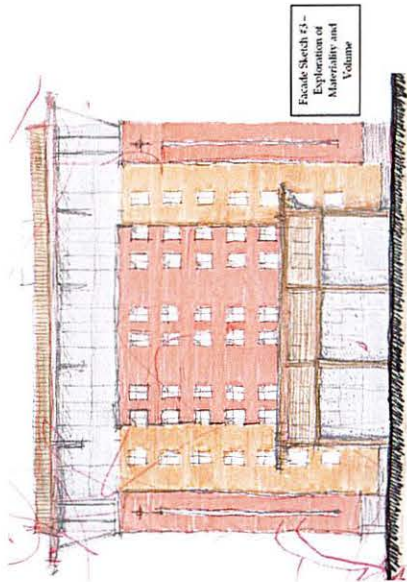
New Facade Development Sketches (Not to Scale)



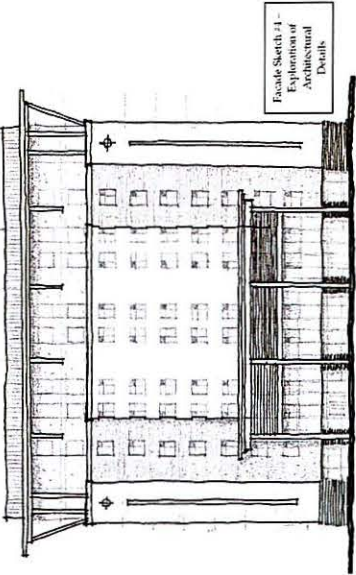
Facade Sketch #1 -
Exploration of Volumes



Facade Sketch #2 -
Exploration of Materiality



Facade Sketch #3 -
Exploration of
Materiality and
Volume



Facade Sketch #4 -
Exploration of
Architectural
Details



Exterior Needs

- Roof (may already be replaced)
- Rooftop Equipment?



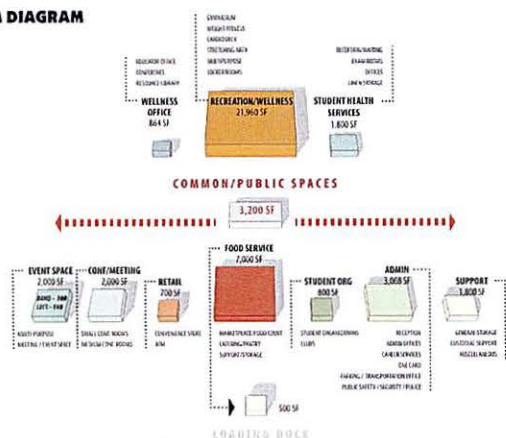
Our Feasibility Process

1. Understand the current conditions
2. Listen to stakeholders
3. Establish priorities
4. Explore possible solutions
5. Assign potential costs/schedules to solutions
6. Evaluate solutions with stakeholders
7. Update/repeat per stakeholders/contract
8. Package and present findings in a manner focused on implementation



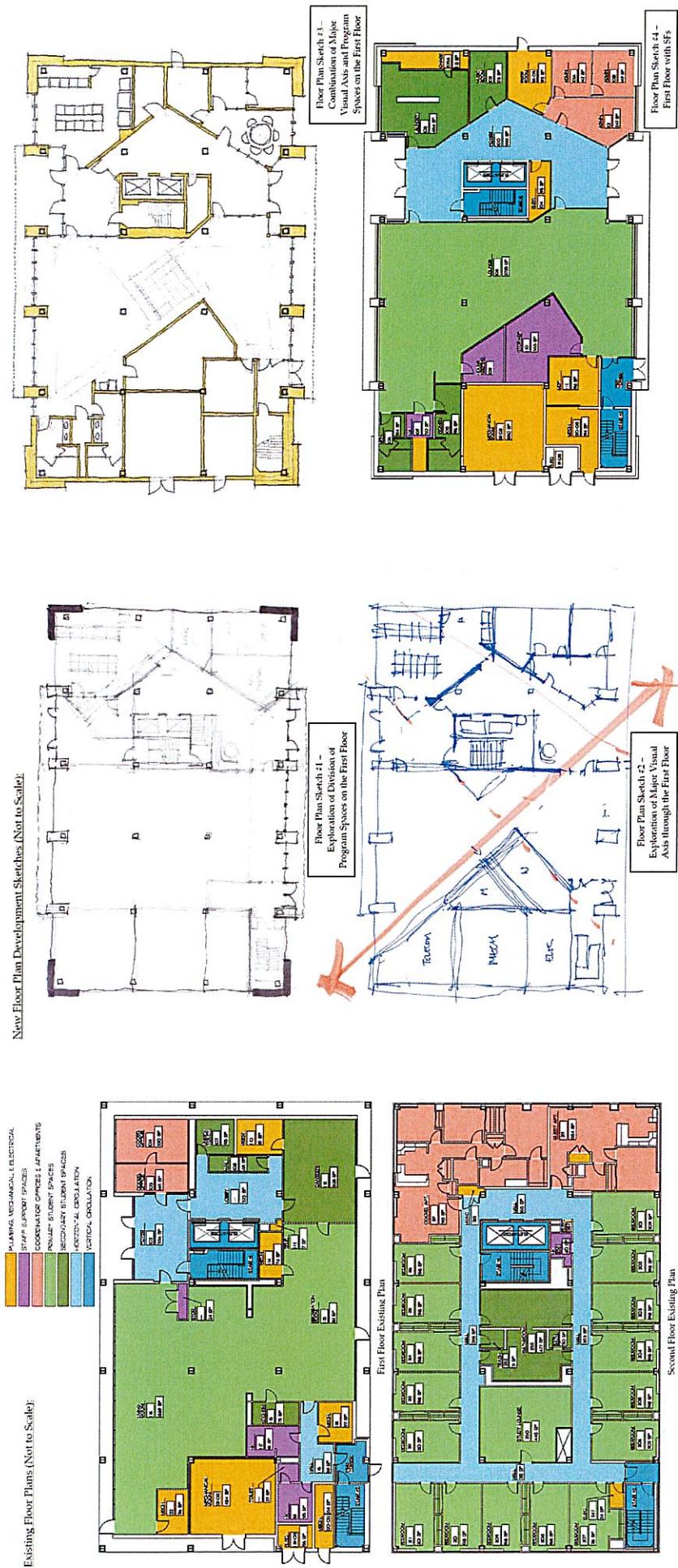
Our Feasibility Process

PROGRAM DIAGRAM



STUDENT CENTER DETAILED PROGRAM

Room Title	Programming Code #	Area (NSF) Programming May 3, 2013	Area (NSF) Reviewed with ECU November 4, 2013	Adjustments Reviewed with ECU December 9, 2013	Adjustments March 12, 2014	Current April 10, 2014	Remarks
1 FOOD SERVICE							
FOOD COURT							
1.01 Dining Space	W1.1	2,000	2,000	2,000	2,000	1,447	125-150 Seats; variety of seating arrangements
1.02 Food Venue: The Wedge		1,000	1,000	800	450	438	1,010 HABA Portion
1.03 Food Venue: Grille		1,000	1,000	800	450	447	Lunch time is peak
1.04 Food Venue: Coffee (Starbucks)		600	600	400	400	400	adjacent/combined with convenience store
1.05 Food Venue: Coffee Storage				200	200	200	
1.06 Convenience Store			400	400	400	398	Relocated from Retail/ Next to coffee (grab and go)
1.07 Convenience Store Dry Storage			200	200	200	200	
1.08 Kitchen and Support		1,000	1,000	1,000	1,000	1,001	
1.09 Kitchen Pantry	W1.2	800	800	800	800	805	Freezer, prep, small dish machine
1.10 Kitchen Storage							was part of Kitchen and Support
1.11 Pantry Storage			80				
1.12 Custodial Closet				80		80	156 Added
1.13 Table & Stair Storage (for Dining Space)	W1.3	600	600	120	120	178	Chairs & tables for flexible space
1.14 Food Service Office			120	120	120	126	Added
1.15 Staff Breakroom			120	120	120	144	Added; 20 half height lockers
Subtotal		7,000	7,920	7,040	6,340	6,948	
2 EVENT SPACE							
2.01 Multipurpose Meeting / Event Space	W2.1	2,000	2,000	2,000	2,000	2,066	Banquet 100; Lecture: 200 (72"x30" & / 62" round tables)
2.02 Catering / Pantry			120	120	120	120	Added; Prep for food; hot boxes; hand sink
2.03 Storage			200	500	470	470	Added; Chairs & tables
2.04 A/V Closet					30	30	
Subtotal		2,000	2,320	2,620	2,620	2,686	
3 CONFERENCE / MEETING ROOMS							
4 - Small Conference Rooms (200sf ea)	W3.1	800					Relocated to Student Gathering Space
3 - Medium Conference Rooms (400 sf ea)	W3.2	1,200					Relocated to Student Gathering Space
Subtotal		2,000					
4 RETAIL SERVICES							
Convenience Store	W5.1	600					Relocated to Food Service
Convenience Store Dry Storage		0					Relocated to Food Service
4.01 ATMs	W5.2	100	100	50	50	0	two banks; free-standing machines
Subtotal		700	100	50	50	0	
5 RECREATION / WELLNESS							
WELLNESS OFFICE SUITE							
5.01 Health Educator's Office/ Receptionist	W7.1	120	120	120	120	0	Visible to Reception Combined w/ 5.06
5.02 Student Office		120	120				Omitted



BUILDING NO. 1

JOYNER LIBRARY

- Built-1954
- 3 Levels
- Major additions- 1973 & 1993-1998
- Contains study rooms, computer labs, reference stations, computer work stations, and lounge areas

DOJ/ADA Priority Checklist Key

- Priority One: ■ Approach & Entrance
 Priority Two: ■ Access to Goods & Services
 Priority Three: ■ Restrooms
 Priority Four: ■ Additional Access
✱ Additional Concern

Priority 1:

The parking area does not have designated van accessible parking.
 The accessible route from the accessible parking spaces to the accessible entrance is more than 200'; therefore it is non-compliant. The sidewalk has steep cross-slopes exceeding the maximum to be considered compliant.
 The non-compliant entrance ramp has a steep slope and cross-slopes, and lacks handrails on both sides.

Priority 2:

There are protrusions into the path of circulation.
 Kitchenettes are not accessible due to the cabinetry.
 Service counters are high and lack an accessible area.

Priority 3:

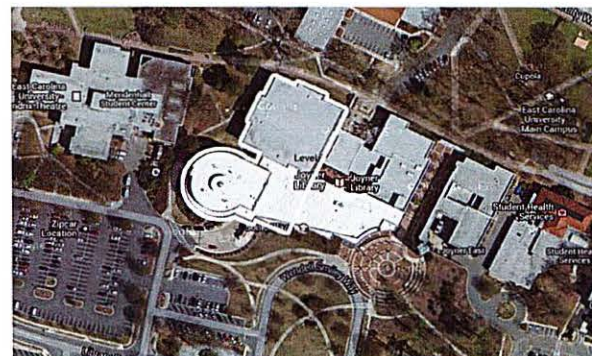
There are no marked accessible restrooms.
 Sinks throughout are high and with exposed plumbing. Soap and paper towel dispensers exceed reach limit.
 Grab bars are at the incorrect height.

Priority 4:

Drinking fountains lack space underneath.



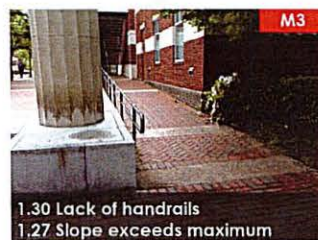
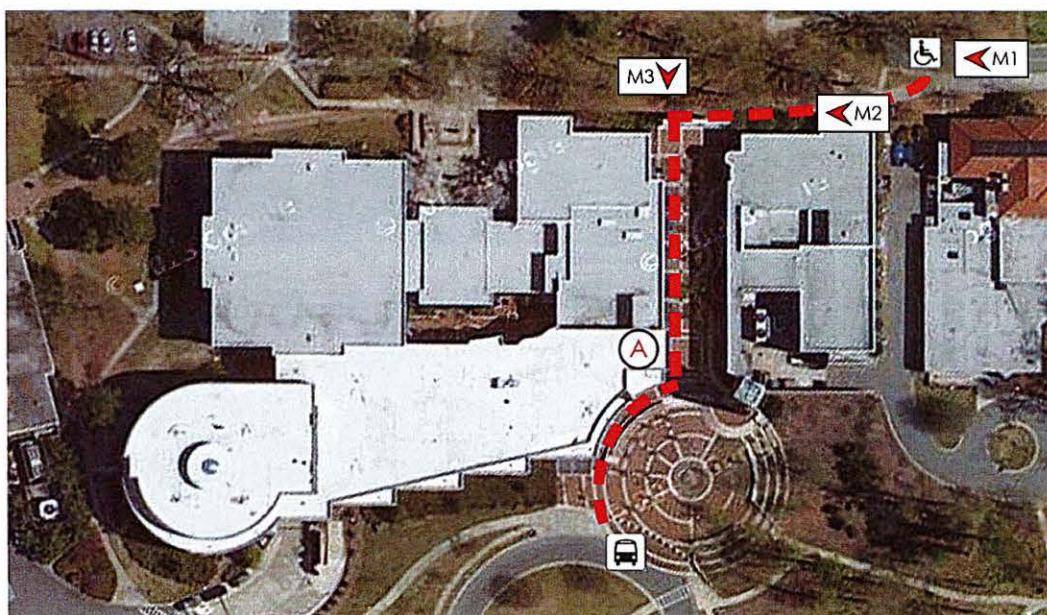
DATE OF SURVEY: 5/22/2013



BUILDINGS

C1

SITE PLAN



Site Plan Key

- Entrances
- Intended Accessible Route
- Related Photos

DOJ/ADA Priority Checklist Key

- Priority One: Approach & Entrance
- Priority Two: Access to Goods & Services
- Priority Three: Restrooms
- Priority Four: Additional Access
- Additional Concern



BUILDING NO. 1

JOYNER LIBRARY
DATA[illegible]



Schedule & Budget

INTREPID ARCHITECTURE 114 E. Third Street Greenville, NC 27858 IntrepidArchitecture.com P. 252.270.5330				
Jones & Legacy Residence Hall Renovation CD (FD) Cost Estimate February 5, 2024 All work will be bid by CMR				
LEGACY RESIDENCE HALL	QTY	UNIT COST	UNIT	COST
ESTIMATED COSTS				
Construction COW	1	\$23,497,402	LS	\$23,497,402
CM fees, bonds, insurance, contingencies, etc.	1	\$4,544,773	LS	\$4,544,773
Construction Contingency (3%)	1	\$832,936	LS	\$832,936
LEGACY Totals				\$28,875,111
JONES RESIDENCE HALL (unchanged from DD submission**)	QTY	UNIT COST	UNIT	COST
ESTIMATED COSTS				
Construction COW	1	\$13,072,556	LS	\$13,072,556
CM fees, bonds, insurance, contingencies, etc.	1	\$2,528,441	LS	\$2,528,441
Construction Contingency (3%)	1	\$463,396	LS	\$463,396
JONES Totals				\$16,064,393
** Jones DD estimates will be updated with the Jones CD phase				
Total Jones & Legacy Estimated Construction Cost		ESTIMATED CONSTRUCTION COST		\$44,939,504
TOTAL PROJECT FUNDING (per contract incl. soft costs)				\$40,000,000
Project Construction Budget (on bid day with escalation)				\$53,738,759
Sub-Total COW				\$36,569,957
Sub-Total CM fees, bonds, insurance, contingencies, etc.				\$7,073,215
Sub-Total Construction Contingency (3%)				\$1,296,332
Total Jones & Legacy Estimated Construction Cost				\$44,939,504
Estimated Constr. Cost v/s Contract Construction Budget				84%
Advance Planning Design Fees				\$418,100
Professional Design Services (SD through Closeout)	11.37%	(of est. Constr. Cost)		\$5,108,861
Total Design Fees				\$5,526,961
Owner Supplied Window HVAC Units				\$0
Furnishings				\$0
Owner Softcosts (C.x, Special Inspections, Survey, etc.)	1.50%			\$674,093
TOTAL ESTIMATED PROJECT COST (Construction+Contingency+Soft Costs/Design Fees)				\$51,140,558
Escalation - on Legacy Residence Hall est. constr. cost *	0.67%	14	9.38%	\$2,604,313
Escalation - on Jones Residence Hall est. constr. cost *	0.67%	14	9.38%	\$1,448,885
* from estimate to midpoint of construction (single project)				
Remaining Owner Funds - I.e., Total Funding minus (Total Est. Project Cost+Escalation)				\$4,806,245

PALACIO

Name: ECU Legacy Residence Hall
 Location: Greenville, NC
 Area (SF): 93,000
 Date: 8/6/2024
 Revised Date: 1/13/2025 Rev: 2

ESTIMATE SUMMARY			
DESCRIPTION	SUBTOTAL	COST/RSF	
1000 GENERAL TRADES & FINAL CLEANING	\$595,700	\$6.41	
2000 SELECTIVE BUILDING DEMOLITION	\$739,919	\$7.96	
3000 CAST IN PLACE CONCRETE	\$335,227	\$3.60	
4000 MASONRY	\$1,219,840	\$13.12	
5000 STRUCTURAL AND MISCELLANEOUS STEEL	\$770,730	\$8.29	
6100 ROUGH CARPENTRY	\$58,000	\$0.62	
6400 CABINETS AND CASEWORK	\$197,000	\$2.12	
7100 WATERPROOFING AND SEALANTS	\$73,781	\$0.79	
7400 METAL PANELS	\$107,025	\$1.15	
8000 ROOFING AND ACCESSORIES	\$996,027	\$10.71	
8500 SPRAY FIREPROOFING	\$67,872	\$0.73	
8800 DOOR ASSEMBLIES	\$746,400	\$8.03	
9000 DOORS	\$50,000	\$0.54	
9200 HARDWARE	\$2,122,440	\$22.71	
9300 WALL PANELS	\$776,444	\$8.35	
9400 HARDWARE	\$875,333	\$9.41	
9500 ACoustical CEILING PANELS	\$682,695	\$7.34	
9600 RESILIENT FLOORING	\$820,428	\$8.82	
9900 PAINTING & WALL COVERINGS	\$316,702	\$3.41	
10000 SPECIALTIES	\$241,950	\$2.60	
11000 EQUIPMENT	\$0	\$0.00	
12000 FURNISHINGS	\$135,700	\$1.46	
13000 SPECIAL CONSTRUCTION	\$378,680	\$4.07	
14000 ELEVATORS AND ESCALATORS	\$325,000	\$3.49	
21000 FIRE PROTECTION SYSTEMS	\$0	\$0.00	
22000 PLUMBING	\$25,311	\$0.27	
23000 HVAC	\$175,800	\$1.88	
26000 ELECTRICAL	\$241,950	\$2.60	
27000 COMMUNICATIONS	\$252,325	\$2.71	
28000 ELECTRONIC SAFETY & SECURITY	\$443,422	\$4.77	
31000 EARTHWORK	\$252,500	\$2.72	
32000 EXTERIOR IMPROVEMENTS	\$184,500	\$1.98	
33000 LANDSCAPING AND IRRIGATION	\$280,500	\$3.02	
35000 SITE UTILITIES			
SUBTOTAL	\$21,690,964	\$233.24	
7.0% GENERAL CONDITIONS AS %	\$1,518,367	\$16.33	
1.3% SUBCONTRACTOR BONDS OR DEFAULT INSURANCE AS %	\$501,721	\$5.24	
2.5% CM BOND & INSURANCE AS %	\$587,776	\$6.32	
4.0% CONTRACTOR FEE AS %	\$863,953	\$9.18	
3.0% DESIGN/MARKET CONTINGENCY AS %	\$751,883	\$8.08	
3.0% CM CONTINGENCY AS %	\$774,440	\$8.33	
4.0% ESCALATION AS %	\$1,063,564	\$11.44	
TOTAL ESTIMATED CONSTRUCTION COST	\$27,652,670	\$297.34	

TA LOVING East Carolina University Jones & Legacy Residence Hall Renovations Greenville, North Carolina 100% CD Estimate Summary			
Bid Packages		01 - Legacy Renovation	
		Total Cost	Cost/Sq-Ft
BP 0150	General Trade Package	\$ 528,674	\$ 6.25
BP 0175	Final Cleaning	\$ 42,112	\$ 0.50
BP 0200	Demolition and Abatement	\$ 909,907	\$ 10.76
BP 0300	Concrete	\$ 249,933	\$ 2.96
BP 0400	Masonry	\$ 1,229,320	\$ 14.54
BP 0500	Structural Steel	\$ 893,242	\$ 10.56
BP 0600	Metalwork	\$ 218,176	\$ 2.58
BP 0700	Roofing	\$ 1,196,516	\$ 14.15
BP 0725	Froeproofing	\$ 68,321	\$ 0.81
BP 0750	Composite Metal Panels	\$ 56,565	\$ 0.66
BP 0750	Caulking and Waterproofing	\$ 25,528	\$ 0.31
BP 0800	Doors, Frames, and Hardware	\$ 881,983	\$ 10.19
BP 0824	Elevator Smoke Outlets	\$ 51,303	\$ 0.61
BP 0840	Glass and Glazing	\$ 2,259,936	\$ 26.11
BP 0850	Drywall Assemblies	\$ 749,777	\$ 8.64
BP 0900	Hard Tile	\$ 875,256	\$ 9.95
BP 0950	Soft Flooring	\$ 428,114	\$ 5.06
BP 0965	Resilient Flooring	\$ 239,033	\$ 2.83
BP 0980	Acoustical Ceilings	\$ 1,627,548	\$ 19.15
BP 0990	Painting and Wallcovering	\$ 362,746	\$ 4.26
BP 1000	Specialties	\$ 371,841	\$ 4.40
BP 1010	Signage	\$ 80,211	\$ 0.95
BP 1020	Window Treatment	\$ 151,507	\$ 1.80
BP 1400	Elevators	\$ 235,115	\$ 2.78
BP 2100	Fire Protection	\$ 338,829	\$ 4.01
BP 2200	Plumbing	\$ 2,359,446	\$ 27.90
BP 2300	HVAC Systems	\$ 2,579,761	\$ 30.51
BP 2600	Electrical	\$ 2,155,961	\$ 25.45
BP 2605	Electrical Outlets	\$ 179,660	\$ 2.12
BP 3100	Stairwork	\$ 971,750	\$ 11.49
BP 3163	Microphones	\$ 266,013	\$ 3.15
BP 3290	Landscaping	\$ 186,589	\$ 2.21
Subcontractor Default Insurance		\$ 311,205	\$ 3.68
3.0% Contingency		\$ 22,643,612	\$ 268.81
3.0% Escalation		\$ 679,508	\$ 8.04
4.0% Escalation		\$ 679,508	\$ 8.04
4.0% Escalation		\$ 908,544	\$ 10.72
SUBTOTAL OF DIRECT COSTS		\$ 24,929,972	\$ 294.81
Construction Manager Fee		\$ 2,517,014	\$ 29.75
2.50% CM/RI Insurance and Bonds		\$ 623,249	\$ 7.37
TOTAL CONSTRUCTION COSTS		\$ 28,070,235	\$ 331.94

Group Report Print

8/6/2024 3:41 PM



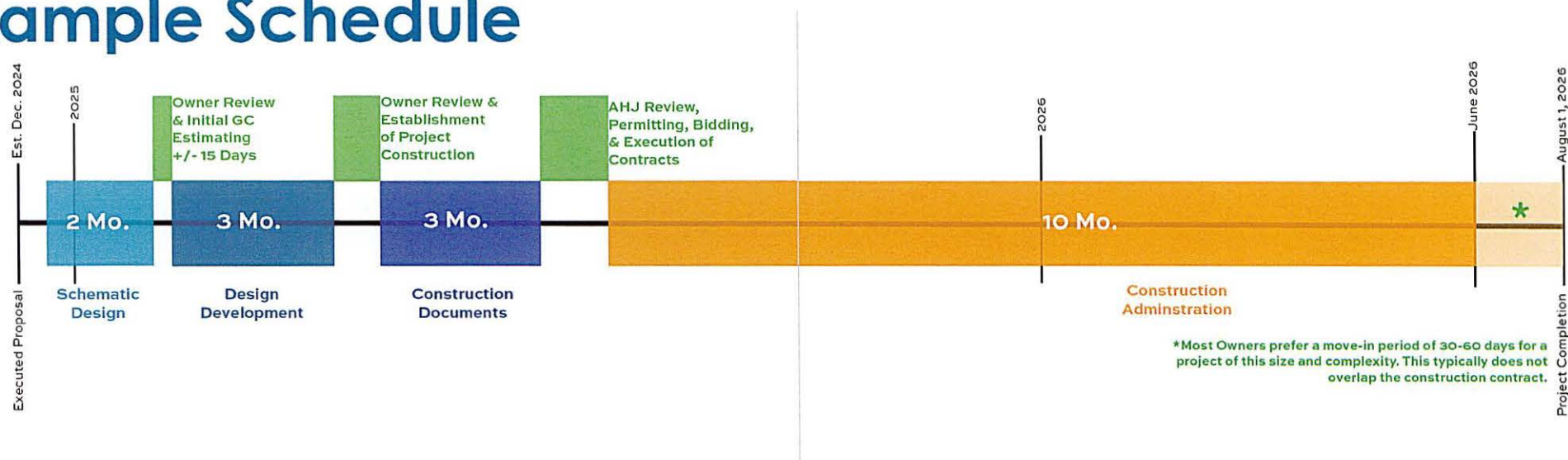
Schedule & Budget

TA LOVING		Legacy - TA Loving					Legacy - Third Party Estimator					Pre Reconciled Variance		Post Reconciled Variance	
		Pre-Reconcile Estimate	Cost Moves for Alignment	Reconciliation Adjustments	Total	Notes	Pre-Reconcile Estimate	Cost Moves for Alignment	Reconciliation Adjustments	Total	Notes	Total	%	Total	%
BP 0150	General Trades Package	\$ 528,674	\$ -	\$ -	\$ 528,674		\$ 651,000	\$ -	\$ -	\$ 651,000		\$ 122,326	23%	\$ 122,326	23%
BP 0175	Final Cleaning	\$ 42,112	\$ -	\$ -	\$ 42,112		\$ 168,400	\$ -	\$ -	\$ 168,400		\$ 126,288	300%	\$ 126,288	300%
BP 0200	Demolition and Abatement	\$ 909,907	\$ -	\$ -	\$ 909,907		\$ 1,515,826	\$ (504,322)	\$ -	\$ 1,011,504		\$ 605,919	67%	\$ 101,597	11%
BP 0300	Concrete	\$ 249,933	\$ -	\$ -	\$ 249,933		\$ 755,277	\$ (270,000)	\$ -	\$ 485,277		\$ 505,344	202%	\$ 235,344	94%
BP 0400	Masonry	\$ 1,229,323	\$ -	\$ -	\$ 1,229,323		\$ 989,223	\$ -	\$ -	\$ 989,223		\$ (240,100)	-20%	\$ (240,100)	-20%
BP 0500	Structural Steel	\$ 893,244	\$ -	\$ -	\$ 893,244		\$ 423,651	\$ -	\$ -	\$ 423,651		\$ (469,593)	-53%	\$ (469,593)	-53%
BP 0600	Millwork	\$ 218,176	\$ -	\$ -	\$ 218,176		\$ 150,000	\$ -	\$ -	\$ 150,000		\$ (68,176)	-31%	\$ (68,176)	-31%
BP 0700	Roofing	\$ 1,196,576	\$ -	\$ -	\$ 1,196,576		\$ 474,554	\$ 46,860	\$ -	\$ 521,414		\$ (722,022)	-60%	\$ (675,162)	-56%
BP 0725	Fireproofing	\$ 68,321	\$ -	\$ -	\$ 68,321		\$ 13,136	\$ -	\$ -	\$ 13,136		\$ (55,185)	-81%	\$ (55,185)	-81%
BP 0750	Composite Metal Panels	\$ 96,555	\$ -	\$ -	\$ 96,555		\$ -	\$ -	\$ -	\$ -		\$ (96,555)	-100%	\$ (96,555)	-100%
BP 0790	Caulking and Waterproofing	\$ 26,528	\$ -	\$ -	\$ 26,528		\$ 32,708	\$ -	\$ -	\$ 32,708		\$ 6,180	23%	\$ 6,180	23%
BP 0800	Doors, Frames, and Hardware	\$ 861,993	\$ -	\$ -	\$ 861,993		\$ 335,300	\$ -	\$ -	\$ 335,300		\$ (526,693)	-61%	\$ (526,693)	-61%
BP 0834	Smoke Curtains	\$ 51,303	\$ -	\$ -	\$ 51,303		\$ -	\$ -	\$ -	\$ -		\$ (51,303)	-100%	\$ (51,303)	-100%
BP 0840	Glass and Glazing	\$ 2,259,036	\$ -	\$ -	\$ 2,259,036		\$ 1,599,505	\$ -	\$ -	\$ 1,599,505		\$ (659,531)	-29%	\$ (659,531)	-29%
BP 0925	Drywall Assemblies	\$ 730,777	\$ -	\$ -	\$ 730,777		\$ 1,222,046	\$ -	\$ -	\$ 1,222,046		\$ 491,269	67%	\$ 491,269	67%
BP 0930	Hard Tile	\$ 825,256	\$ -	\$ -	\$ 825,256		\$ 534,000	\$ -	\$ -	\$ 534,000		\$ (291,256)	-35%	\$ (291,256)	-35%
BP 0960	Soft Flooring	\$ 428,114	\$ -	\$ -	\$ 428,114		\$ 617,428	\$ -	\$ -	\$ 617,428		\$ 189,314	44%	\$ 189,314	44%
BP 0965	Resinous Flooring	\$ 239,033	\$ -	\$ -	\$ 239,033		\$ 99,360	\$ -	\$ -	\$ 99,360		\$ (139,673)	-58%	\$ (139,673)	-58%
BP 0980	Acoustical Ceilings	\$ 1,027,648	\$ -	\$ -	\$ 1,027,648		\$ 234,728	\$ -	\$ -	\$ 234,728		\$ (792,920)	-77%	\$ (792,920)	-77%
BP 0990	Painting and Wallcovering	\$ 592,746	\$ -	\$ -	\$ 592,746		\$ 316,702	\$ -	\$ -	\$ 316,702		\$ (276,044)	-47%	\$ (276,044)	-47%
BP 1000	Specialties	\$ 371,841	\$ -	\$ -	\$ 371,841		\$ 414,300	\$ (79,050)	\$ -	\$ 335,250		\$ 42,459	11%	\$ (36,591)	-10%
BP 1010	Signage	\$ 80,241	\$ -	\$ -	\$ 80,241		\$ -	\$ 79,050	\$ -	\$ 79,050		\$ (80,241)	-100%	\$ (1,191)	-1%
BP 1220	Window Treatment	\$ 151,907	\$ -	\$ -	\$ 151,907		\$ 90,000	\$ -	\$ -	\$ 90,000		\$ (61,907)	-41%	\$ (61,907)	-41%
BP 1400	Elevators	\$ 235,115	\$ -	\$ -	\$ 235,115		\$ 400,000	\$ -	\$ -	\$ 400,000		\$ 164,885	70%	\$ 164,885	70%
BP 2100	Fire Protection	\$ 338,839	\$ -	\$ -	\$ 338,839		\$ 117,000	\$ -	\$ -	\$ 117,000		\$ (221,839)	-65%	\$ (221,839)	-65%
BP 2200	Plumbing	\$ 2,359,446	\$ -	\$ -	\$ 2,359,446		\$ 1,953,820	\$ -	\$ -	\$ 1,953,820		\$ (405,626)	-17%	\$ (405,626)	-17%
BP 2300	HVAC Systems	\$ 2,579,378	\$ -	\$ -	\$ 2,579,378		\$ 2,703,828	\$ 302,250	\$ -	\$ 3,006,078		\$ 124,450	5%	\$ 426,700	17%
BP 2600	Electrical	\$ 2,155,951	\$ -	\$ -	\$ 2,155,951		\$ 2,661,828	\$ -	\$ -	\$ 2,661,828		\$ 505,877	23%	\$ 505,877	23%
BP 2605	Electrical Ductbank	\$ 179,660	\$ -	\$ -	\$ 179,660		\$ -	\$ -	\$ -	\$ -		\$ (179,660)	-100%	\$ (179,660)	-100%
BP 3100	Sitework	\$ 971,790	\$ -	\$ -	\$ 971,790		\$ 801,750	\$ 155,212	\$ -	\$ 956,962		\$ (170,040)	-17%	\$ (14,828)	-2%
BP 3163	Microfills	\$ 266,013	\$ -	\$ -	\$ 266,013		\$ -	\$ 270,000	\$ -	\$ 270,000		\$ (266,013)	-100%	\$ 3,987	1%
BP 3290	Landscaping	\$ 186,589	\$ -	\$ -	\$ 186,589		\$ 100,000	\$ -	\$ -	\$ 100,000		\$ (86,589)	-46%	\$ (86,589)	-46%



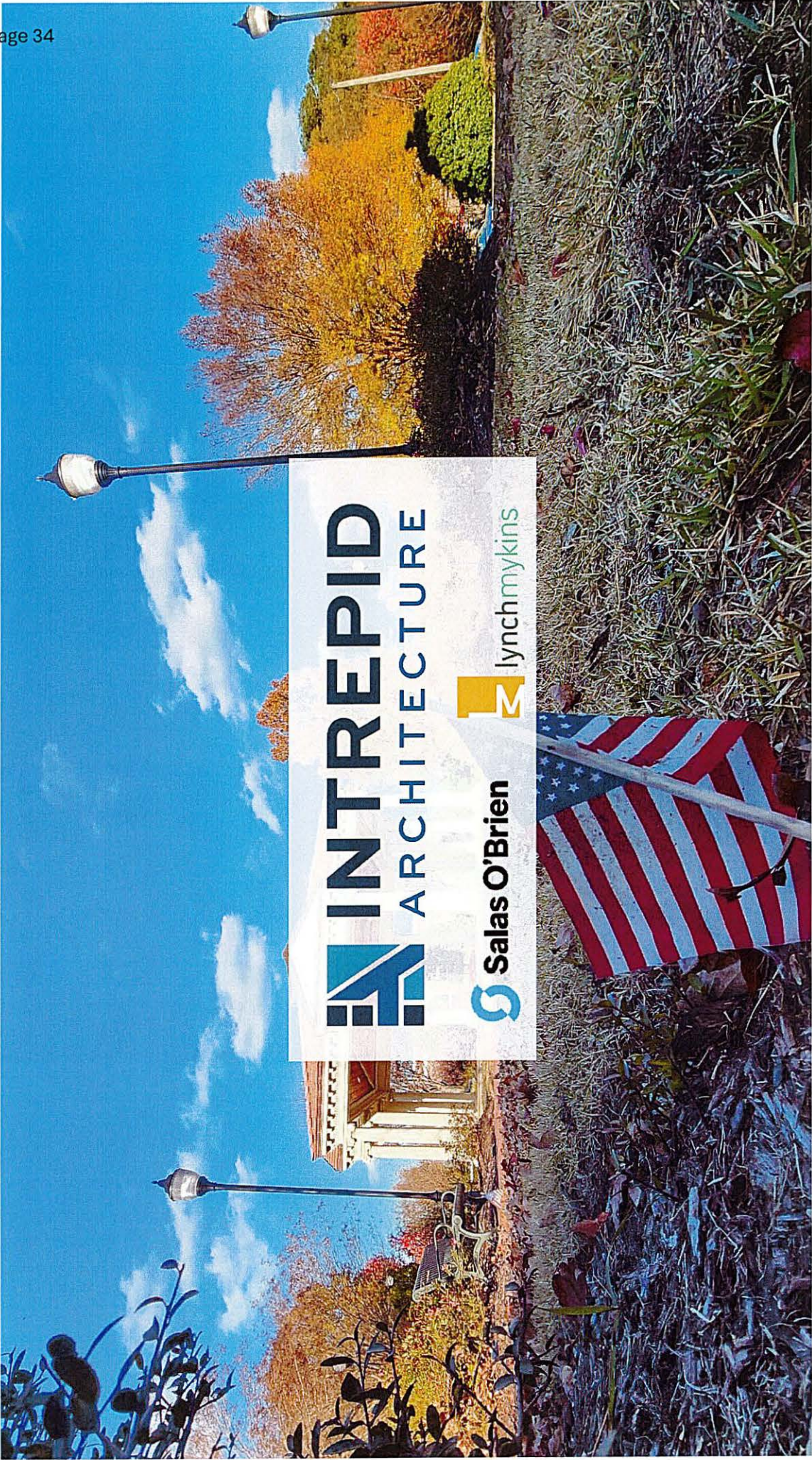
Schedule & Budget

Example Schedule



Your Schedule

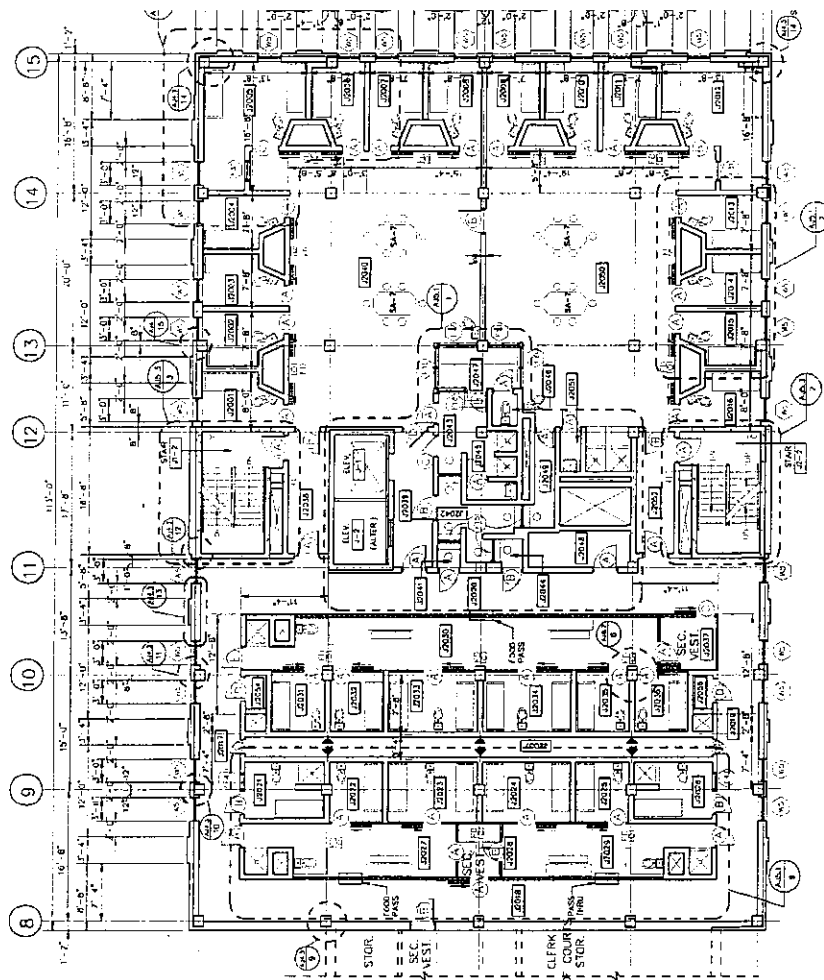
- Determined by your needs/scope/availability
- We approximate 90 to 150 days for study



 **INTREPID**
ARCHITECTURE

 **Salas O'Brien**

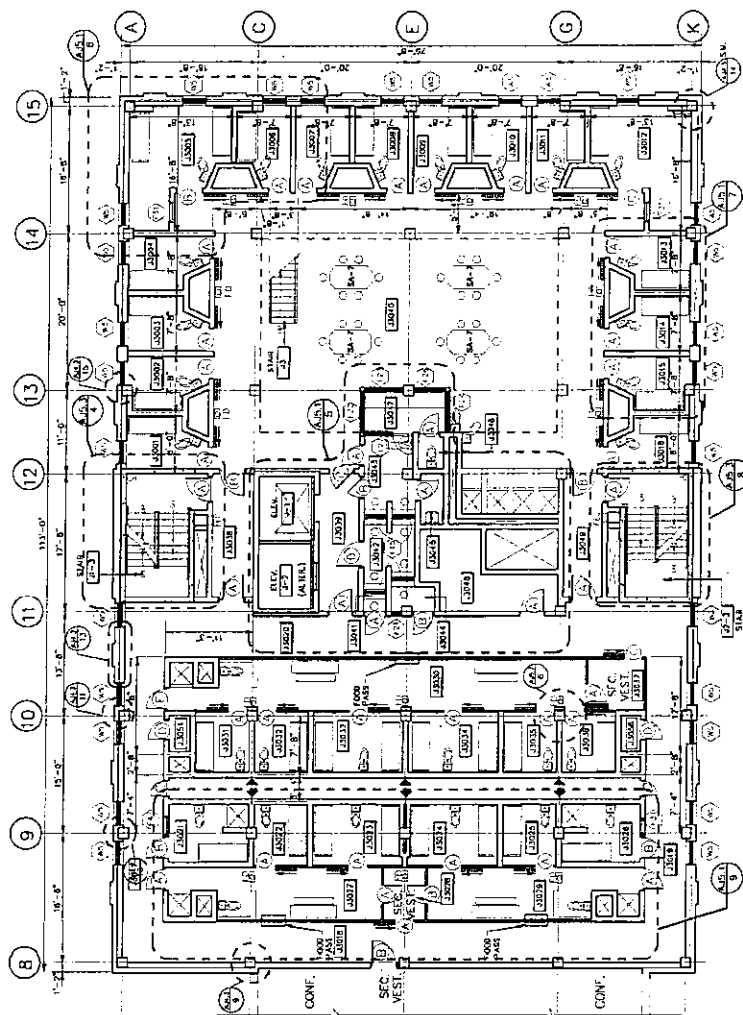
 **lynchmykins**



SECOND FLOOR
SCALE: 1/8" = 1'-0"

1. SEE AUG 2/1 FOR EXTERIOR WALL DIMENSIONS
2. NUMBER OF CHL'S = 28
3. NUMBER OF BUNKS = 38
4. SEE ENLARGED PLANS FOR ADDITIONAL INTERIOR WALL DIMENSIONS
5. ALL INTERIOR PARTITIONS ARE TYPE  UNLESS OTHERWISE NOTED. SEE PARTITION SCHEDULE FOR SHEET 2-2
6. SEE AUG 2 FOR CEILING TYPE
7. ACCESSORY MOUNTING HEIGHTS
8. SEE ENLARGED PLANS FOR TYP. SECURITY ACCESSORIES

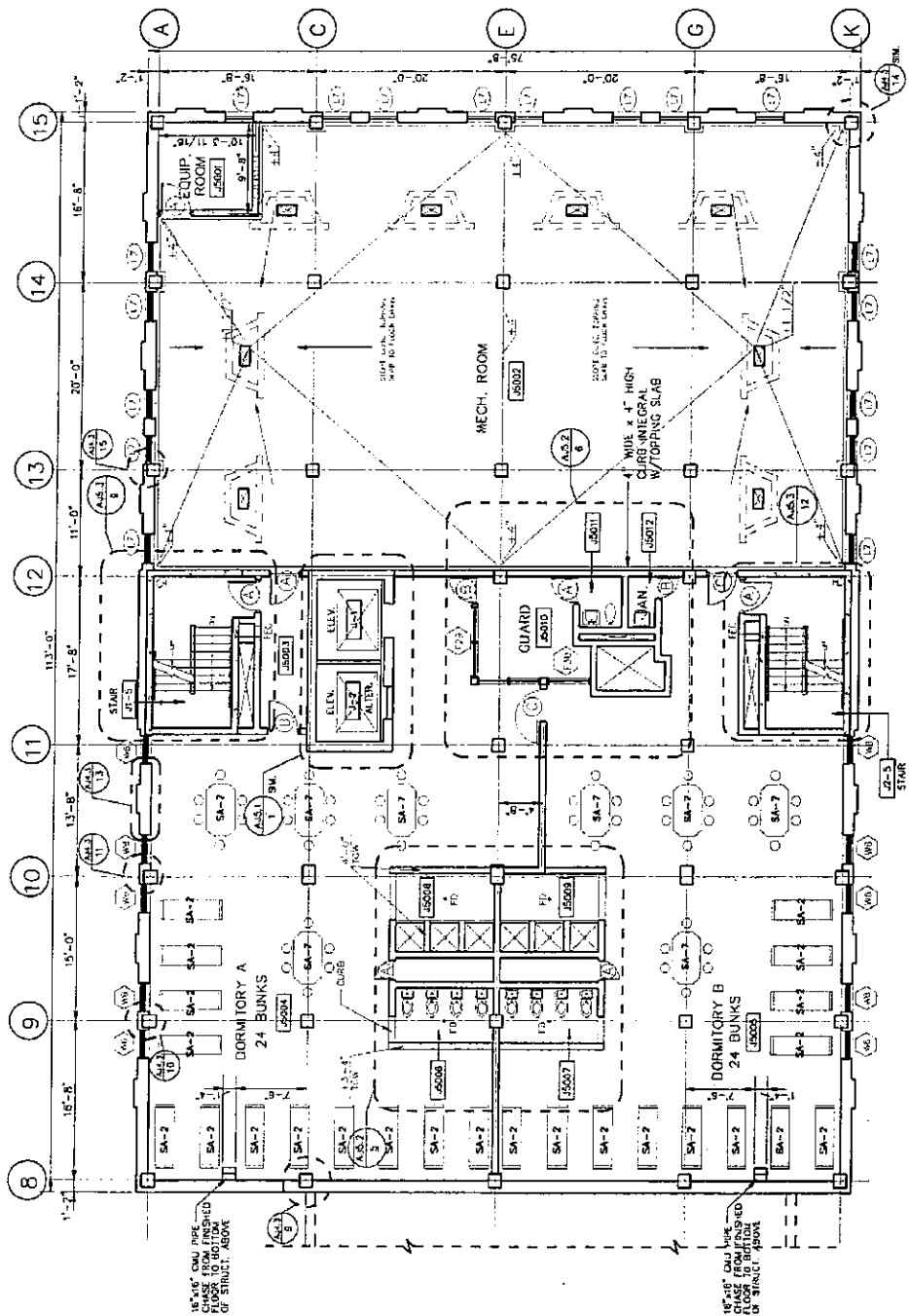
NOTES



THIRD FLOOR
SCALE: 1/8" = 1'-0"

1. SEE A.J.I.2/1 FOR EXTERIOR WALL DIMENSIONS
2. NUMBER OF CELLS = 28
3. NUMBER OF BUNKS = 30
4. SEE ENLARGED PLANS FOR ADDITIONAL

NOTES:



FIFTH FLOOR(ALT. #1)

SCALE: 1/8" = 1'-0"

NOTES:

- 1. SEE A4.12(1) FOR EXTERIOR WALL DIMENSIONS
- 2. NUMBER OF DORMITORIES = 2
- 3. NUMBER OF BUNKS = 48
- 4. SEE ENLARGED PLANS FOR ADDITIONAL INTERIOR WALL DIMENSIONS
- 5. ALL INTERIOR PARTITIONS ARE TYPE UNLESS OTHERWISE NOTED SEE PARTITION
- 6. SEE ENLARGED PLANS FOR TYP. SECURITY ACCESSORIES

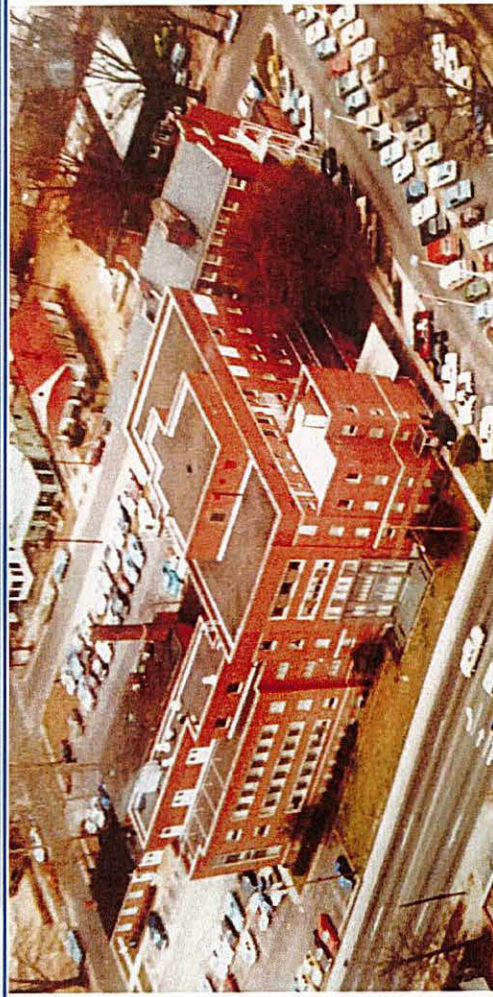


NOTES:

1. SEE A4.1.2/1 FOR EXTERIOR WALL DIMENSIONS
2. NUMBER OF DORMITORIES = 2
3. NUMBER OF BUNKS = 48
4. SEE ENLARGED PLANS FOR ADDITIONAL INTERIOR WALL DIMENSIONS
5. ALL INTERIOR PARTITIONS ARE TYPE  UNLESS OTHERWISE NOTED SEE PARTITION TYPE KEY ON SHEET IS-2.
6. SEE ENLARGED PLANS FOR LYP, SECURITY ACCESSORIES

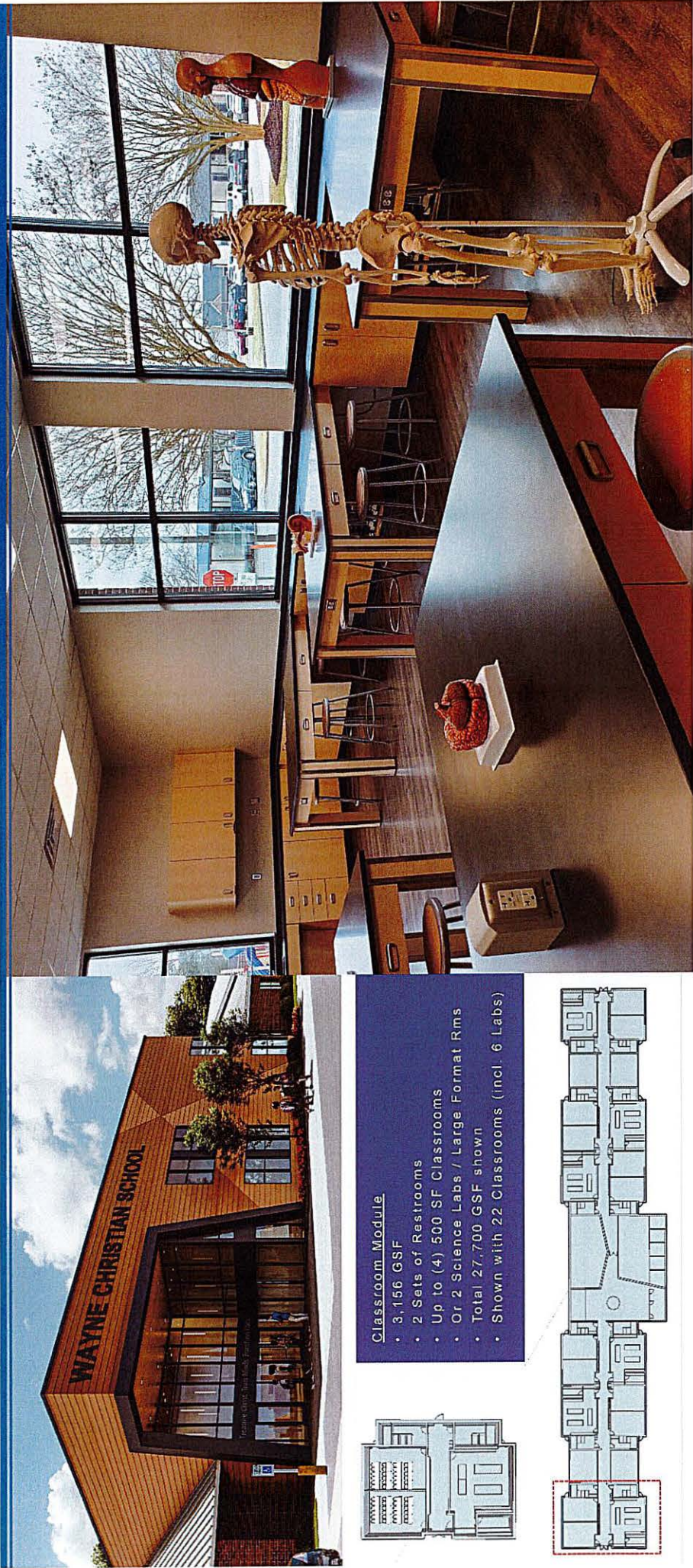


Relevant Experience



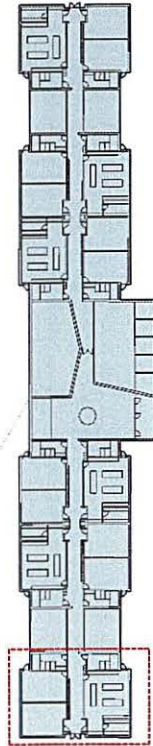
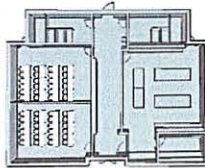


Relevant Experience



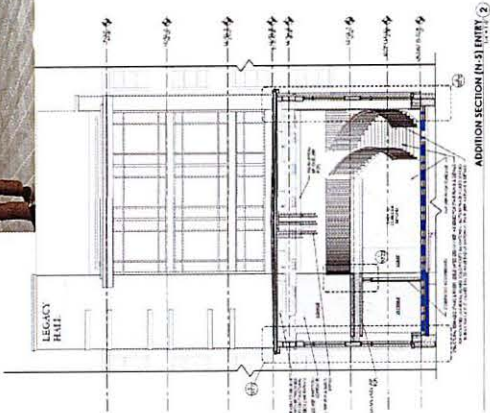
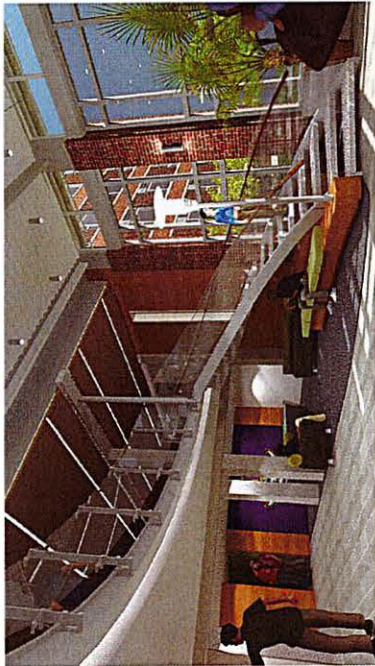
Classroom Module

- 3,156 GSF
- 2 Sets of Restrooms
- Up to (4) 500 SF Classrooms
- Or 2 Science Labs / Large Format Rms
- Total 27,700 GSF shown
- Shown with 22 Classrooms (incl. 6 Labs)



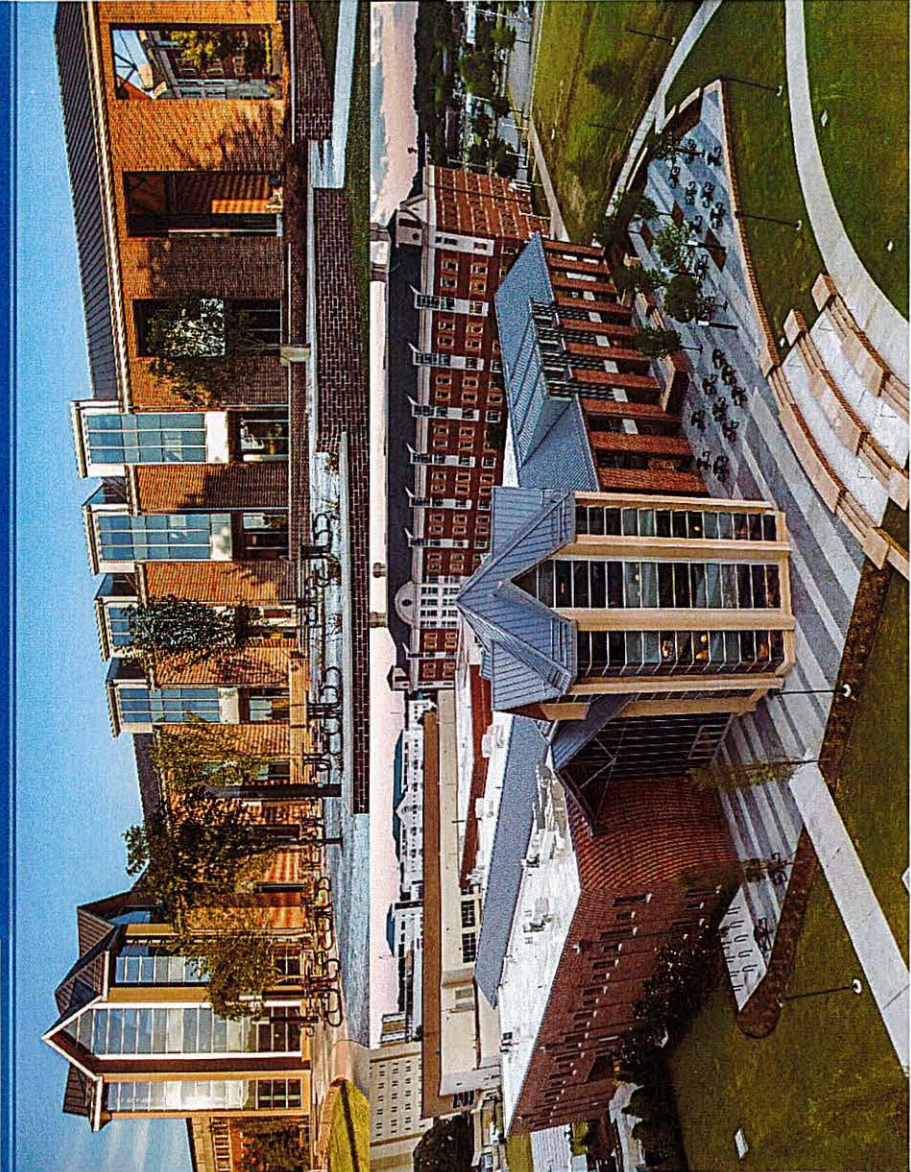


Relevant Experience





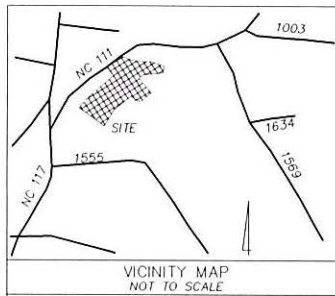
Relevant Experience





Relevant Experience





CERTIFICATE OF PLANNING BOARD

STATE OF NORTH CAROLINA, WAYNE COUNTY --- CITY OF GOLDSBORO
I HEREBY CERTIFY THAT THIS PLAN IS APPROVED FOR THE GOLDSBORO
SUBDIVISION ORDINANCE AND NCOS PER 1600-802(A)(4), AND IS
APPROVED FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS
OF DUPLIN COUNTY.

PLANNING DIRECTOR _____ DATE _____

CERTIFICATE OF REVIEW OFFICER

STATE OF NORTH CAROLINA --- WAYNE COUNTY
I HEREBY CERTIFY THAT THE MAP OR PLAN TO WHICH THIS
CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

CERTIFICATE OF SURVEY & ACCURACY:

I, JAMES SANDLIN BLANCHARD, A PROFESSIONAL LAND SURVEYOR,
CERTIFY:
THAT THIS MAP WAS DRAWN FROM AN ACTUAL
FIELD SURVEY PERFORMED UNDER MY DIRECTION AND
SUPERVISION USING THE RECORDED REFERENCES LISTED;
THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY
INDICATED AS DRAWN;
THAT THE RATIO OF PRECISION IS 1:10,000+;
THAT ALL DATA OBTAINED WITH GPS METHODS AS WELL
AS CONVENTIONAL METHODS ARE IN ACCORDANCE WITH A
CLASS A SURVEY AS DEFINED BY TITLE 21, CHAPTER 56,
SECTION 1603 OF THE N. C. ADMINISTRATIVE CODE;
THAT THIS GPS SURVEY USED MULTIPLE OCCUPATIONS
OF GPS POINTS USING CARLSON SURVEY GRADE
GPS UNITS, MODEL SUPER 9, AND THE COORDINATES
WERE OBTAINED BY NCOS RTK NETWORK ADJUSTMENTS
WITH A POSITIONAL ACCURACY OF 0.09 U.S. FT.
USING GEOD MODEL GEOD12;

THAT THIS MAP CONFORMS TO GS 47-30 AS AMENDED.
THAT THE SURVEY IS LOCATED IN SUCH PORTION
OF A COUNTY OR MUNICIPALITY THAT IS REGULATED AS TO
AN ORDINANCE THAT REGULATES PARCELS OF LAND.

11(A) 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.

JAMES SANDLIN BLANCHARD, PLS ~ L-3454 02/03/2025 DATE

LEGEND:

- 5/8" REBAR SET AT ALL LOT CORNERS
- N/F - NOW OR FORMERLY
- MINUTES OR WT(SURVEY FEET)
- AG - TOP ABOVE GROUND
- BG - TOP BELOW GROUND
- FG - FLUSH WITH GROUND
- CP - COMPUTED POINT
- LP - LIGHT POLE
- PP - POWER POLE
- CPSP - COTTON PICKER SPIKE FOUND
- CPSS - COTTON PICKER SPIKE SET
- IRF - IRON ROD FOUND
- IRFS - IRON ROD SET
- IRP - IRON PIPE FOUND
- IRPS - IRON PIPE SET
- RKSF - RAILROAD SPIKE FOUND
- RRSS - RAILROAD SPIKE SET
- PKF - PK NAIL FOUND
- PKS - PK NAIL SET
- MNF - MAG NAIL FOUND
- MNS - MAG NAIL SET
- AXF - AXLE FOUND
- CMF - CONCRETE MONUMENT FOUND
- NCOS - NC GEODETIC SURVEY TRAVERSE STATION
- PROPERTY LINES OF THIS SURVEY
- THE LINES, OLD PROPERTY LINES, ETC.

SUBJECT PROPERTY
RECORDED REFERENCES:

DEED BOOK: 3767 @ PAGE 53
MAP CABINET O, SLIDE 99-A
COUNTY PARCEL PIN # 3600553729

DRAWN BY: JSB

24619WayneCountyDevelopmentPateTownRoad18039

SURVEYING, MAPPING, & PLANNING
SITE LAYOUT & DESIGN

**JIM BLANCHARD
ASSOCIATES
P.C.**

A PROFESSIONAL
SERVICES COMPANY
"SOLUTIONS SINCE 1976"
FIRM LICENSE No.: C-2957

office: 910-286-1921
www.jimblanchardassociates.com
email: jim@jimblanchardassociates.com

P. O. BOX 5
306 N. NC 11 & 803
KENANSVILLE, NORTH CAROLINA
28649
JIM BLANCHARD, PLS
COMPANY FOUNDER
CELL 910-271-0289

OWNER DATE _____ DATE _____

SURVEY DATE: DECEMBER 16, 2024
MAP DATE: FEBRUARY 03, 2025

LOCATED IN THE CITY OF GOLDSBORO

TOWNSHIP - GOLDSBORO

COUNTY - WAYNE

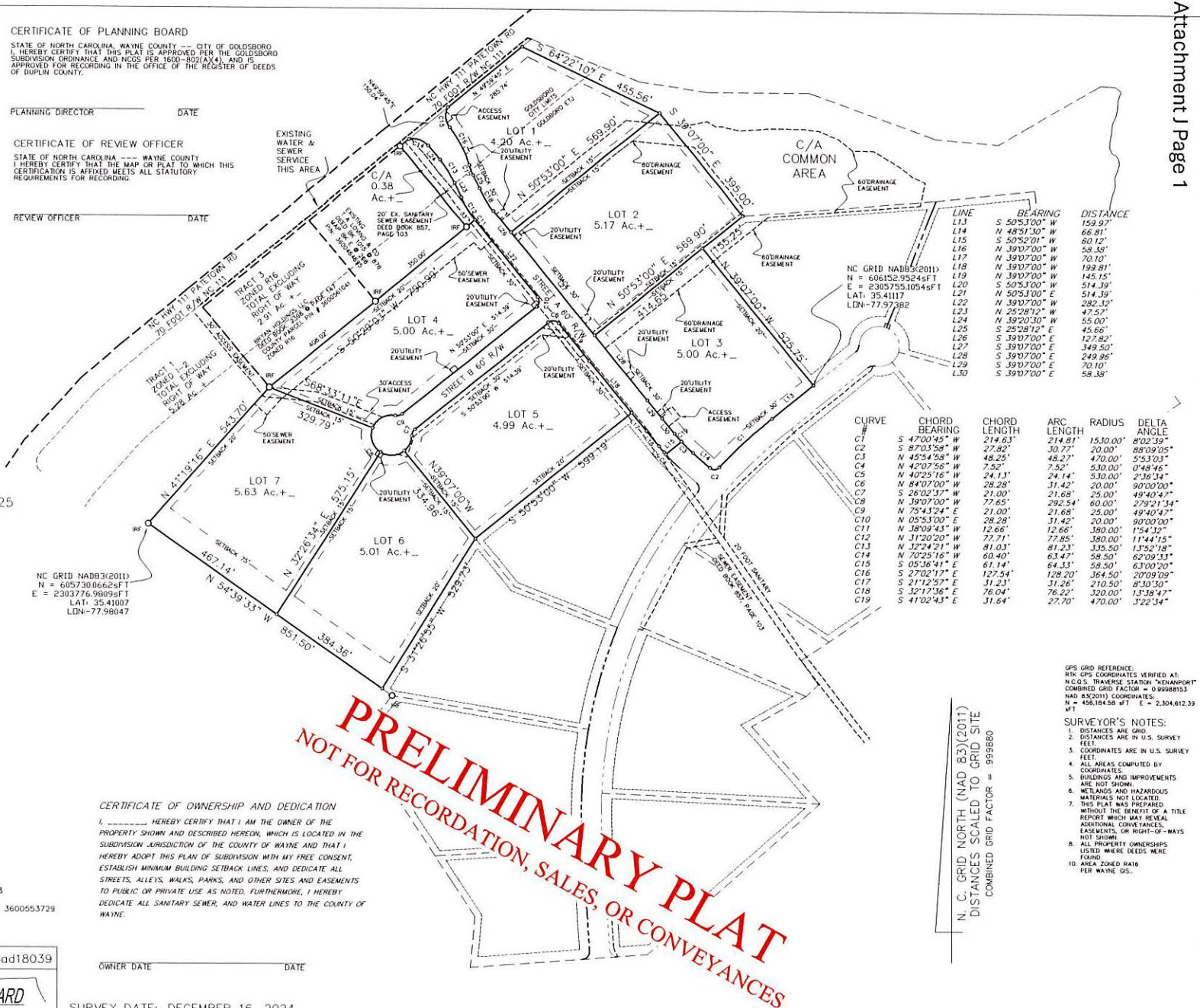
STATE OF NORTH CAROLINA

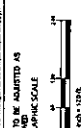
BOUNDARY &
SUBDIVISION
SURVEY
FOR:

CURRENT LISTED OWNER: ??????

WAYNE COUNTY
DEVELOPMENT ALLIANCE, INC.

BAR SCALE - U.S. SURVEY FEET
0 200' 400' 600'
1 inch = 200ft.





**NORTH CAROLINA
WAYNE COUNTY**

**RESOLUTION #2025-7: A RESOLUTION IN SUPPORT OF ESTABLISHING A
PUBLIC DEFENDER'S OFFICE IN WAYNE COUNTY, NORTH CAROLINA**

WHEREAS, the Sixth Amendment to the United States Constitution guarantees the right to legal representation for individuals accused of crimes who cannot afford an attorney; and

WHEREAS, Wayne County and the Ninth Judicial District currently provide indigent defense services through the assignment of private attorneys under the supervision of the Indigent Defense Services (IDS) System; and

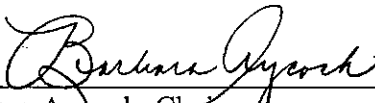
WHEREAS, the establishment of a dedicated Public Defenders Office in Wayne County would enhance the quality and consistency of legal presentation for indigent defendants, ensure more efficient use of resources, and uphold the principles of justice and fairness; and

WHEREAS, several counties and judicial districts in North Carolina have successfully implemented Public Defender's Offices, resulting in improved legal outcomes and cost efficiencies; and

WHEREAS, the Wayne County Board of Commissioners is committed to exploring the avenues that strengthen the county's criminal justice system and better serve its residents.

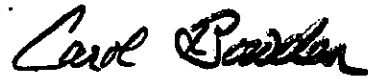
NOW, THEREFORE BE IT RESOLVED that the Wayne County Board of Commissioners hereby expresses its support for the establishment of a Public Defender's office in Wayne County and commits to advocating for necessary funding by engaging stakeholders.

Passed and adopted this the 18th day of February, 2025.



Barbara Aycock, Chairwoman
Wayne County Board of Commissioners

ATTEST:



Carol Bowden, Clerk to the Board

Journal Proof Report



Journal Number: 459 Year: 2025 Period: 8 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104131-512900	Health Insurance Opt-Out	HR		\$2000.00	
BUA	1104131-518300	Hospitalization Contribution	HR			\$2000.00
			Journal 2025/8/459	Total	\$2000.00	\$2000.00

Journal Proof Report



Journal Number: 511 Year: 2025 Period: 8 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1315110-531100	Travel-Meals & Lodging	travel-meals & lodging			\$2500.00
BUA	1315151-531100	Travel-Meals & Lodging	travel-meals & lodging		\$1000.00	
BUA	1315192-531100	Travel-Meals & Lodging	travel-meals & lodging		\$1500.00	
			Journal 2025/8/511	Total	\$2500.00	\$2500.00

Journal Proof Report



Journal Number: 512 Year: 2025 Period: 8 Description: Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104325-531100	Travel-Meals & Lodging	Travel-meals & lodging			\$2690.00
BUA	1104325-544000	Service & Maintenance Contract	Travel-meals & lodging		\$2690.00	
			Journal 2025/8/512	Total	\$2690.00	\$2690.00

Journal Proof Report



Journal Number: 14 Year: 2025 Period: 9

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1105820-531100	Travel-Meals & Lodging				\$3051.09
BUA	1105820-523100	Program Supplies				\$506.00
BUA	1105820-526000	Office Supplies				\$813.25
BUA	1105820-526200	Non-Capital Computer Equipment			\$4370.34	
			Journal 2025/9/14	Total	\$4370.34	\$4370.34

Journal Proof Report



Journal Number: 15 Year: 2025 Period: 9

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1100000-399100	Fund Balance Appropriated			\$2461000.00	
BUA	1104370-335000	Grant Revenues				\$2461000.00
			Journal 2025/9/15	Total	\$2461000.00	\$2461000.00

Journal Proof Report



Journal Number: 16 Year: 2025 Period: 9

Description:

Reference 1: Reference 2: Reference 3:

Source	Account	Account Description	Line Description	OB	Debit	Credit
BUA	1104110-526100	Office Supplies-NonCaptl FF&E				\$1500.00
BUA	1104110-519000	Professional Services			\$1500.00	
			Journal 2025/9/16	Total	\$1500.00	\$1500.00