



**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND CITY COUNCIL**  
**CITY OF GOLDSBORO**  
**COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET**  
**JANUARY 3, 2017**



*(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)*

- I. WORK SESSION–5:30 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
  - a. SmART Grant Initiative (Arts Council)
  - b. Mosquito Control (Public Works)
  
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
  - Invocation (Bishop Anthony Slater, Tehillah Church Ministries)
  - Pledge to the Flag
  
- III. ROLL CALL**
  
- IV. APPROVAL OF MINUTES (\*Motion/Second)**
  - A. Minutes of the Work Session and Regular Meeting of November 21, 2016
  
- V. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
  
- VI. PRESENTATIONS**
  
- VII. PUBLIC HEARINGS**
  
- VIII. CONSENT AGENDA ITEMS (\*Motion/Second--Roll Call)**
  - B. Z-11-16 MADP Goldsboro, LLC – West side of Wayne Memorial Drive between Fourth Street and Sixth Street (NB to GBCD) (Planning)
  - C. Z-12-16 Classic Goldsboro, LLC - South side of Gateway Drive between Challen Court and North Oak Forest Road (Planning)
  - D. CU-16-16 Phoenix T, LLC – East side of US 117 South between Arrington Bridge Road and South George Street (Internet Café/Electronic Gaming Facility) (Planning)
  - E. CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb Street and Harrell Street (Planning)
  - F. Site and Landscape Plans – Group W Management (Planning)
  - G. Setting Public Hearing- Contiguous Annexation Request – Ample Storage Phase II – South side of Tenth Place (3.38 Acres) (Planning)
  - H. Informal Bid Request #2016-008 – Damaged Tree and Stump Removal (Finance)
  - I. State Controlled Substance Tax Remittance (Police)
  - J. Golf Car Lease Agreement (Parks and Recreation)
  - K. Harris Street Water Tower Communications Colocation Lease Agreement (Assistant City Manager)
  
- IX. ITEMS REQUIRING INDIVIDUAL ACTION (\*Motion/Second)**
  
- X. CITY MANAGER’S REPORT**
  
- XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**
  
- XII. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS**
  - L. Goldsboro School Choice Week Proclamation
  
- XIII. CLOSED SESSION**
  
- XIV. ADJOURN**

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD  
NOVEMBER 21, 2016

**WORK SESSION**

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on November 21, 2016 with attendance as follows:

Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Gene Aycock  
Councilmember Antonio Williams  
Councilmember Bill Broadaway  
Councilmember Mark Stevens  
Councilmember Bevan Foster  
Councilmember David Ham  
Jim Womble, Attorney  
Scott Stevens, City Manager  
Melissa Corser, City Clerk  
Randy Guthrie, Assistant City Manager  
Jimmy Rowe, Planning Director  
Tracie Davis, Communications and Marketing Director  
Kaye Scott, Finance Director  
Jennifer Collins, Assistant Planning Director  
Faye Caviness, Human Resources Director  
Rick Fletcher, Interim Public Works Director  
Scott Barnard, Parks & Recreation Director  
Felicia Brown, Assistant Parks & Recreation Director  
Mike West, Police Chief  
Scott Williams, IT Director  
Allen Anderson, Chief Building Inspector  
Mike Wagner, Interim Public Utilities Director  
Shycole Simpson-Carter, Community Relations Director  
Sherry Archibald, Paramount Theatre Director  
Ashlin Glatthar, Travel and Tourism Director  
Marty Anderson, City Engineer  
Brad Hinnant, Server Database Administrator  
Keith Smith, Safety Coordinator  
Gary Whaley, Fire Chief (arrived at 5:06 p.m.)  
Ted Cole, Davenport & Company  
Rochelle Moore, Goldsboro News-Argus (arrived at 5:11 p.m.)  
Lonnie Casey, Citizen  
Bobby Mathis, Citizen  
Della Mathis, Citizen  
Shirley Edwards, Citizen  
Charles Wright, Citizen

**Call to Order.** The meeting was called to order by Mayor Allen at 5:00 p.m.

**Invocation.** The invocation was provided by Councilmember Broadaway.

**Financial Update.** Ms. Kaye Scott introduced Mr. Ted Cole with Davenport & Company. Mr. Cole presented the following information:

**Goals and Objectives**

- Review the City's current Credit Ratings and introduce a series of Rating Peers.
- Review the City's Historical General Fund Operations and Fund Balance Levels.
- Provide a preliminary perspective on the City's existing Tax Supported Debt and Financial Profile.
  - Analyze a series of Key Financial Ratios within the City's Financial Policies so as to better understand the City's future Debt Capacity.

- Examine a series of Peer Comparatives to understand how the City's Existing Debt Profile compares against national and North Carolina cities and towns.
- Analyze the impact of the City's Future Capital Projects under consideration.
  - Revisit the Key Financial Ratios and Financial Policies.
  - Analyze the impact of proposed financings on the City's Debt Affordability based on current revenue sources.
- Provide a preliminary perspective on the City's Utility Debt and Financial Profile.
  - Analyze the impact of the City's Future Capital Projects under consideration.
  - Revisit the Key Financial Ratios and Policies.

### Credit Rating Overview and Peer Comparatives

#### Peer Comparative Introduction

- The City is currently rated Aa2 by Moody's Investors Service (October 2014) and AA- by Standard and Poor's (October 2014).
- The following pages contain peer comparatives based on the below Moody's rating categories.
  - National Cities and Towns
    - Aaa 179 Credits
    - Aa 1,343 Credits
    - A 629 Credits
  - North Carolina Cities and Towns
    - Aaa 9 Credits
      - Cary, Chapel Hill, Charlotte, Durham, Greensboro, Huntersville, Morrisville, Raleigh, and Winston-Salem
    - Aa 28 Credits
      - Apex, Asheville, Burlington, Carrboro, Clayton, Conover, Fayetteville, Fuquay-Varina, Garner, Gastonia, Goldsboro, Greenville, Hendersonville, High Point, Holly Springs, Indian Trail, Jacksonville, Lexington, Matthews, Mint Hill, Mooresville, Mount Holly, Sanford, Wake Forest, Weaverville, Wilmington, Wilson, Zebulon
    - A 6 Credits
      - Bessemer City, Dunn, Hamlet, River Bend, Salisbury, Stanley
- Rating Agency Commentary – Moody's (10/14/14)
  - Strengths
    - Large-sized tax base anchored by Seymour Johnson Air Force Base
    - Local economy benefits from proximity to the Raleigh metro area
  - Challenges
    - Narrowed reserves to levels significantly lagging those of the Aa2 national median
    - Reliance on economically sensitive sales tax revenue (21.5% of revenues)
  - What Could Change the Long Term Rating (Up)
    - Continued tax base expansion and diversification with improvements in wealth levels
    - Sustained trend of surplus operations resulting in growth in reserves and liquidity
  - What Could Change the Long Term Rating (Down)
    - Deviation from current financial expectations in 2014 resulting in declines in fund balance
    - Deterioration of the city's tax base and demographic profile
    - Significant increase in debt burden
- Rating Agency Commentary – S&P (10/16/14)
  - The 'AA-' rating reflects S&P's opinion of the City's:
    - Weak economy due primarily to income that is well below the national average -- The city, however, is a commercial hub for the area, anchored by an established U.S. Air Force base;

- Strong budgetary flexibility with a history of maintaining strong reserves, including fiscal 2013 audited available reserves (unassigned and assigned fund balance) equal to 14.5% of general fund expenditures;
    - Adequate budgetary performance with a diverse revenue stream, led by property taxes that generate 45% of general fund revenue followed by sales taxes at 20%;
    - Very strong liquidity, providing very strong cash to cover debt service and expenditures;
    - Strong management conditions with "good" financial management policies and practices under our Financial Management Assessment (FMA) methodology; and
    - Very strong debt and contingent liabilities due to low carrying charges, low net debt, and rapid amortization.
  - Outlook
    - The stable outlook reflects Standard & Poor's opinion of Goldsboro's strong reserves and weak economy. We could raise the rating if Goldsboro were to improve and sustain budgetary performance while it builds on already strong reserves. Conversely, we could lower the rating if Goldsboro were to post significant unplanned deficits.
- Rating Agency Methodology Updates
  - Moody's
    - On January 15, 2014, Moody's updated its US Local Governments General Obligation Debt methodology and assumptions.
    - Under the new methodology, an initial indicative rating is calculated from a weighted average of four key factors:
    - US Local Governments General Obligation Debt Methodology
      1. Economy / Tax Base 30%
        - Tax Base Size (Full Value) 10%
        - Full Value Per Capita 10%
        - Wealth (Median Family Income) 10%
      2. Finances 30%
        - Fund Balance (% of Revenues) 10%
        - Fund Balance Trend (5-Year Change) 5%
        - Cash Balance (% of Revenues) 10%
        - Cash Balance Trend (5-Year Change) 5%
      3. Management 20%
        - Institutional Framework 10%
        - Operating History 10%
      4. Debt / Pensions 20%
        - Debt to Full Value 5%
        - Debt to Revenue 5%
        - Moody's Adjusted Net Pension Liability (3-Year Average) to Full Value 5%
        - Moody's Adjusted Net Pension Liability (3-Year Average) to Revenue 5%
  - S&P
    - On September 12, 2013, Standard & Poor's updated its US Local Governments General Obligation Ratings methodology and assumptions.
    - Under the new methodology, an initial indicative rating is calculated from a weighted average of seven key factors:
    - US Local Governments General Obligation Ratings Methodology
      1. Institutional Framework 10%
        - Legal and practical environment in which the local gov't operates
      2. Economy 30%
        - Total Market Value Per Capita
        - Projected per capita effective buying income as a % of US projected effective buying income
      3. Management 20%

Impact of management conditions on the likelihood of repayment

4. Budgetary Flexibility 10%  
Available Fund Balance as a % of Expenditures
  5. Budgetary Performance 10%  
Total Government Funds Net Result (%)  
General Fund Net Revenue
  6. Liquidity 10%  
Total Gov't Available Cash as a % of Total Gov't Funds Debt Service  
Total Gov't Cash as a % of Total Gov't Funds Expenditures
  - 7. Debt and Contingent Liabilities 10%  
▪ Net Direct Debt as a % of Total Governmental Funds Revenue  
▪ Total Governmental Funds Debt Service as a % of Total Governmental Funds Expenditures
- Historical Credit Spreads
    - The City's credit rating has a direct impact on the cost of borrowing, which in turn effects the City's debt capacity.
    - The credit spread is the premium an issuer pays to the purchaser of their bonds (i.e. higher interest rate) as compensation for increased credit risk.
    - Since the financial downturn in September 2008, credit quality of issuers has taken on a renewed importance to investors.
    - –The average spread for an A rated borrower has increased from 0.33% from Nov 2004 – Dec 2008 to 0.71% since Dec 2008

#### General Fund Operations and Fund Balance

- General Fund Operations
- General Fund Balance Overview
- General Fund Balance – Peer Comparatives

#### Existing Tax Supported Debt Profile

- Existing Tax Supported Debt
  - Par Outstanding – Estimated as of 6/30/2015

<u>Type</u>	<u>Par Amount</u>
General Obligation Bonds	\$ 4,644,006
IPCs / LOBs / COPs	\$20,227,531
Total	\$24,871,537
  - \*Note: Includes the City's outstanding interfund loan balance of \$513,947 due to the Utility Fund*
- Key Debt Ratio: Tax Supported Payout Ratio
  - Existing 10-year Payout Ratio – FY 2017: 83.5%
  - The 10-Year Payout Ratio measures the amount of principal to be retired in the next 10 years.
  - This ratio is an important metric that indicates whether or not a locality is back-loading its debt.
  - The City has a Policy establishing a minimum 10 Year Payout Ratio of 55%.
- Key Debt Ratio: Debt to Assessed Value
  - Existing Debt to Assessed Value – FY 2017: 1.04%
  - Assumed Future Growth Rates – 2015 Assessed Value: \$2,340,922,664 – 2016 & Beyond: 1.00%
  - The City has a Policy establishing a maximum Debt to Assessed Value of 2.50%.
- Key Debt Ratio: Debt Service vs. Expenditures
  - Existing Debt Service vs. Expenditures – FY 2017: 10.98%
  - Assumed Future Growth Rates – 2015 Adjusted Expenditures: \$32,528,350 – 2016 & Beyond 1.00%

- The City has a Policy establishing a maximum Debt Service to Expenditures of 15%.
- Debt Affordability Analysis

#### Future Capital Projects

- The City is considering the following future capital projects to be paid from the General Fund:
  - Police Evidence Room – \$3,500,000
    - Financing assumptions for the loan include:
    - Issuance: Second Quarter CY 2017 – FY 2017 (Date TBD)
    - Amortization: 15 Year Level Principal (Case 2 and 4) / 15 Year Structured – Principal\* (Case 3 and 5)
    - Interest Rate: 4.00%
    - First Interest: FY 2018
    - First Principal: FY 2018
  - Equipment / Vehicle Loan – \$1,606,422
    - Financing assumptions for the loan include:
    - Issuance: Second Quarter CY 2017 – FY 2017 (Date TBD)
    - Amortization: 5 Year Level Debt Service
    - Interest Rate: 2.00%
    - First Interest: FY 2018
    - First Principal: FY 2018
  - Herman Park Center – \$10,000,000
    - Financing assumptions for the loan include:
    - Issuance: January 2018 (FY 2018)
    - Amortization: 15 Year Level Principal (Case 4) / 15 Year Structured\* Principal (Case 5)
    - Interest Rate: 4.00%
    - First Interest: FY 2019
    - First Principal: FY 2019
- The City is considering the following future capital projects to be paid from Occupancy Tax:
  - Multi-Sports Complex – \$6,000,000
    - \$3 million will be paid for as part of the GO Bond Referendum as described on the following page. The remaining \$3 million will be funded through an interlocal agreement with Wayne County.
    - Issuance: Second Quarter CY 2017 – FY 2017 (Date TBD)
    - Amortization: 15 Year Level Principal
    - Interest Rate: 1.50%
    - First Interest: FY 2018
    - First Principal: FY 2018
- General Obligation Bond Referendum
  - On November 8, 2016, the City voted and passed a General Obligation Bond Referendum for the following projects:
    - Street Bonds – \$7,000,000
    - The Bonds will fund construction, repair, installation and equipping of streets, sidewalks, streetscapes and related utility infrastructure in the City.
    - Multi-Sports Complex – \$3,000,000
    - The Bonds will fund the acquisition, construction and equipping of parks and recreation facilities, including eight full-size, illuminated multi-sport fields, parking, restrooms, walking trails and concession facilities.
  - The City plans to issue the GO Bonds on the following schedule:
    - April 2017 – \$5,500,000
    - \$2,500,000 Street Bonds, \$3,000,000 Multi-Sports Complex Bonds
    - Amortization: 20 Year Level Principal (Case 1, 2 and 4) / 20 Year Structured\* Principal (Case 3 and 5)
    - Interest Rate: 5.00%
    - First Interest: FY 2018
    - First Principal: FY 2018
  - May 2018 – \$4,500,000
    - \$4,500,000 Street Bonds

- Amortization: 20 Year Level Principal (Case 1, 2 and 4) / 20 Year Structured\* Principal (Case 3 and 5)
- Interest Rate: 5.00%
- First Interest: FY 2019
- First Principal: FY 2019
- Financing Cases Analyzed
  - Davenport has analyzed the following five funding cases for the City’s future capital needs:
    - Case 1: Issue GO Debt only with a Level Principal Amortization
    - Case 2: Issue GO Debt and IPC Debt (Excluding Herman Park) with a Level Principal Amortization
    - Case 3: Issue GO Debt and IPC Debt (Excluding Herman Park) with a Structured Principal Amortization
    - Case 4: Issue GO Debt and All IPC Debt with a Level Principal Amortization
    - Case 5: Issue GO Debt and All IPC Debt with a Structured Principal Amortization

Council reviewed and discussed each Case.

Mr. Cole reviewed the following:

Utility Profile

- Existing Utility Supported Debt
  - Par Outstanding – Estimated as of 6/30/2016
 

<u>Type</u>	<u>Par Amount</u>
General Obligation Bonds	\$11,921,994
IPCs / LOBs / COPs	<u>\$11,271,801</u>
Total	\$23,193,795
- Financial Profile – Utility Fund
- Potential Utility Fund Projects and Financing Assumptions
- Utility Fund Project Projections
  - Stoney Creek Outfall – \$2,891,068
    - The City will fund the project through the issuance of an SRF Loan.
    - Funding Date: August 4, 2015
    - Construction Competition: December 23, 2016
    - Rate: 1.88%
    - Amortization: 20 Year Level Principal
    - First Interest: November 1, 2017
    - First Principal: May 1, 2018
  - Smart Metering (AMI) – \$5,600,000
    - The City opened bids for this project in November 2016.
    - Issuance: First Quarter CY 2017 – FY 2017 (Date TBD)
    - Interest Rate: 4.00%
    - Amortization: 15 Year Level Debt Service
    - First Interest: FY 2018
    - First Principal: FY 2018
  - Equipment / Vehicle Loan - \$273,000
    - Issuance: Second Quarter CY 2017 – FY 2017 (Date TBD)
    - Amortization: 5 Year Level Debt Service
    - Interest Rate: 2.00%
    - First Interest: FY 2018
    - First Principal: FY 2018
  - Sanitary Sewer Rehab (Phase IV) – \$6,220,052
    - The City will fund the project through the issuance of an SRF Loan.
    - Funding Date: FY 2017
    - Rate: 2.50%
    - Amortization: 20 Year Level Principal
    - First Interest: November 1, 2018
    - First Principal: May 1, 2019
  - Water Plant Expansion (Plate Setters) – \$2,325,000

- The City intends to submit an application for an SRF loan to fund this process.
- Funding Date: FY 2019
- Rate: 2.50%
- Amortization: 20 Year Level Principal
- First Interest: November 1, 2020
- First Principal: May 1, 2021
- Key Assumptions
  - Revenues:
    - FY 2016 – 2017: As Budgeted
    - FY 2018 – 2022:
      - Operating Revenues: 3.00% Growth
      - Non-Operating Revenues: 3.00% Growth
  - Operating Expenditures:
    - FY 2016 – 2017: As Budgeted
    - FY 2018 – 2022: 3.00% Growth
  - Borrowing Assumptions
    - As described on prior page.
  - Future Pay Go Capital:
    - FY 2016 Budget: \$509,125
    - FY 2017 Budget: \$1,037,148
    - FY 2018 – 2022: 0.00% Growth
  - Future Transfer to Capital Reserve Fund:
    - FY 2016 Budget: \$200,000
    - FY 2017 Budget: \$200,000
    - FY 2018 – 2022: 0.00% Growth
- Utility Fund Project Projections

Councilmember Broadway thanked Mr. Stevens and Ms. Scott for putting the City where we are today.

Ms. Scott thanked Mr. Cole for Davenport’s assistance.

**Cover Agenda.** Each item on the cover agenda was generally discussed. Additional discussion included the following:

**Item G. Z-7-16 Elsie Lechner – Northeast Corner of South Berkeley Boulevard and East Elm Street.** Council discussed concerns regarding the appearance with this business being located so close to the Base entrance. Mr. Rowe stated staff will monitor the business to ensure it meets requirements.

**Item J. CU-13-16 Tom Britt – Southwest Corner of North Berkeley Boulevard and New Hope Road.** Councilmember Stevens discussed internet café classifications with staff. Mr. Scott Stevens stated the City is trying to be consistent with others in NC regarding terminology.

**Item S. Reschedule Council Meetings for 2017 Due to Holidays.** Council moved the September 5<sup>th</sup> meeting to Monday, September 11<sup>th</sup>.

**Work Session Item b. Hurricane Matthew Update.** Mr. Rick Fletcher shared the following information for the Public Works Department:

- Vegetative Debris Removal
  - Contractor (Custom Tree Care)
    - 189 Loads / 16,930 Cubic Yards
  - Public Works (In-House)
    - 651 Loads / 14,790 Cubic Yards
    - Sweeper Material – 74 Loads / 444 Cubic Yards
  - Dump Site Debris Reduction & Removal
    - Rebidding the Contract
  - Stump & Damaged Tree Removal
    - Contract being Reviewed for Bid

- C&D Debris Removal
  - Public Works (In-House) Only
    - 137 Loads / 2969 Cubic Yards
  - Contractor (Custom Tree Care)
    - 35 Loads / 1,971 Cubic Yards
- Cemetery
  - In-house Identification Efforts are Complete
    - 18 Unidentified Caskets
    - Working w/State Medical Examiner & Disaster Mortuary Operational Response Team (DMORT)
  - Elmwood Cemetery will Reopen Prior to Thanksgiving

Mr. Allen Anderson shared the following information for the Inspections Department:

- 400 Residential properties temporarily condemned. Condemned signs removed from 22 properties.
- 310 Residential properties had power removed. Power has been restored to 82 properties.
- Staff has issued 1408 permits (building, insulation, mechanical, electrical) October through November 15, 2016. Monthly average is 295 permits.
- Staff has worked a total of 225 hours of overtime as of 11/4/16. Worked Saturday and Sunday after the hurricane and extended hours Monday through Friday. Our hours remain flexible based on customer demand.
- Approximate value of flood damage is \$13,467,963 ytd.
- Approximate value of storm damage is \$1,048,800 ytd.
- FEMA Buy-Out Program – 40 homes registered. Planning Depart. has contact information for these applicants.

Ms. Shycole Simpson-Carter presented the following information for Community Relations:

- Temporary Shelter Assistance (TSA) & Temporary Housing Units (THUs)
  - November 11<sup>th</sup> 53 individuals, which accounted for 22 families, were moved to 90 hotel rooms until permanent housing options are available.
  - FEMA has initiated its Manufactured Housing Units (MHUs) program. MHUs, ranging from 1-3 bedroom units will be provided on private sites.
  - Eligible residents will be able to stay in the units up to 18 months.
- Coordinated Relief Efforts
  - Disaster Recovery Center – New WA Foster Center 1012 S. John Str. Monday – Friday (9:00 am – 6:00 pm) & Saturday (9:00 am – 1:00 pm)
  - Deadline to apply for FEMA assistance is January 9, 2017.
  - FEMA has process \$7.9 million of federal dollars for Individual Assistance (IA) to nearly 5,960 residents within Wayne County.

Councilmember Williams asked if Ms. Simpson-Carter could find out from FEMA which hotels citizens were staying in that had been displaced due to flooding.

Mr. Jimmy Rowe shared information regarding requests for temporary structures such as FEMA temporary housing and campers. Mr. Rowe asked if Council had any concerns regarding the use of temporary structures; Council did not express any concerns. Flood way requirements were also discussed.

Ms. Kaye Scott shared the following information for the Finance Department:

1. Debris Removal	\$610,000
2. Streets and Sidewalks	\$599,250
3. Golf Course (Bunker Repairs)	\$ 79,000

4. Public Utilities (Pump Stations/WRF/Water Plant)	\$880,000
5. Emergency Assistance (Fire/Police)	\$ 98,000
TOTAL	\$2,266,250

There being no further business, the work session adjourned 6:53 p.m.

### **CITY COUNCIL MEETING**

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on November 21, 2016 with attendance as follows:

Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Gene Aycock  
Councilmember Antonio Williams  
Councilmember Bill Broadaway  
Councilmember Mark Stevens  
Councilmember Bevan Foster  
Councilmember David Ham

The meeting was called to order by Mayor Allen at 7:00 p.m.

Pastor Roger Taylor with Philadelphia Community Church provided the invocation. The Pledge to the Flag followed.

**Approval of Minutes.** Upon motion of Mayor Pro Tem Aycock, seconded by Councilmember Broadaway and unanimously carried, Council approved the Minutes of the Recessed Meeting of September 26, 2016 and the Minutes of the Work Session and Regular Meeting of October 5, 2016 as submitted.

**Public Comment Period.** Mayor Allen opened the public comment period. The following people spoke:

1. Larry Dawson, 602 Longleaf Avenue, Goldsboro, stated on behalf of the Central Heights Committee and our President, Mr. James Morgan, we would like to thank you gentlemen for not rezoning our area which was discussed two weeks ago. There was one other issue brought forth, keeping in contact with this committee. Mr. Morgan and I discussed today and we will bring to our committee on the 5<sup>th</sup> of December at our next meeting proposals on how we can keep in contact with you. Mr. Morgan has suggested we have a Town Hall Meeting that would be scheduled, maybe send a representative to Council Meetings once a month. I would like to thank you again, God bless you and our prayers are with you.
2. Bobby Jones, Down East Coal Ash Coalition, shared the following information with Council:
  - Duke Energy's Old H.F. Lee Power Plant, 1677 Old Smithfield Road
    - Coal fired Power Plant
    - Initiated in 1951
    - Retired September 15, 2012
    - 2013-2014 Plant Implosions
    - 60+ years of coal ash production
  - What is Coal Ash?
    - Coal Ash is the toxic, poisonous residue that is produced by the coal fired power plants. Like the old H.F. Lee coal fired plant.
    - Coal Ash contains numerous chemicals that are toxic to humans and wildlife, including arsenic, lead, chromium and thallium.
    - Coal Ash is stored in Coal Ash "ponds," "pits," or "dumps" near the H.F. Lee Plant.

- Groundwater Pollution
  - 24 hours a day, 365 days a year the groundwater in our county is being poisoned with various chemicals including:
    - Arsenic
      - Over 66 times the state standard
    - Manganese
      - Over 23 times the state standard
    - Chromium
      - Over 2.7 times the state standard
- Coal Ash Discharged into the Neuse
  - Duke Energy informed the North Carolina Department of Environmental Quality “that erosion caused by flooding from Hurricane Matthew may have led to the discharge of an unknown amount of coal ash.” Four of five retired coal ash ponds at the Lee Plant near Goldsboro have been inundated since last Sunday. The submerged ponds contain over a million tons of coal ash, spread in a layer between four and ten feet thick across an area the size of 130 football fields. In a 2015 site assessment, Duke Energy reported high levels of toxic heavy metals in the flooded ponds, including arsenic, antimony, and thallium.
  - Matthew Starr, Upper Neuse Riverkeeper was quoted saying “The Neuse River at Goldsboro remains above flood stage. Flood waters are still actively washing uncovered ash downstream and likely to continue for several more days. For the last six days, these old ponds have been eroding under water, so the only question is how much ash washed downstream to communities already struggling with record flooding and leaking waste from flooded industrial meat facilities whose dams are also inundated.”
- The Effects of Coal Ash on our Bodies
  - Living near Coal Ash is more dangerous than smoking a pack of cigarettes a day.
  - Coal Ash contains toxic pollutants causing cancer, diabetes, cardiovascular, neurological and reproductive damage (to name a few).
- Two Important Facts
  - Duke Energy is court ordered to clean up the H.F. Lee Plant Coal Ash by 2026-2029 unless beneficial use.
  - Goldsboro’s water supply comes from the Neuse.
- Down East Coal Ash Coalition ask for your leadership and support to ensure that our citizens are informed and protected.
  - Have a public meeting on Coal Ash to educate and inform the community.
  - Work with the community to ensure that they have clean, uncontaminated water.
  - Questions:
    - Do we have heavy metals in our water?
    - Is our water being tested?
    - If so, are we using the lowest detection levels?

Mayor Allen stated he wanted the City of Goldsboro residents to know our water is tested every day and what I believe you are talking about are the wells within the vicinity of the plant that we have no responsibility over. Mayor Allen asked Mr. Stevens to respond.

Mr. Stevens stated I do not have a prepared response but will say we do test our water to ensure it meets Safe Drinking Water Standards. Some of those testings’ are for heavy metals. We certainly are testing to ensure they meet Safe Drinking Water Standards. To my knowledge, we have not had an exceedance of one of the standards in a very long time. We do report those and it would be public record. We would be happy to come to a Town Hall Meeting and talk about that. We do pull our water supply from the Neuse River and we do monitor the Neuse and know what is going on with the Neuse. We have a number of options available to us if there is a slug, because there are sorts of things or pollutants that could occur upstream of Goldsboro’s intake. If you have a tractor trailer spill that comes down, if you have fuel, or fertilizers, any other kind of pollution that enters the stream between here and Raleigh we have contingencies in place so we can let that pollutant float by us or pull from an alternate water source. We would

be happy to talk through that, I believe we have met with the group in recent history but we would be happy to come and bring that discussion with the technical side including reports and data.

Mayor Allen stated he thought it may be a good idea to also invite Duke Energy to come as well.

Mr. Jones stated we just want to be proactive for our citizens in this community. He stated we have some information and these people can attest, they live in ground zero, next to the plant.

Councilmember Stevens asked Mr. Jones if it was true that Coal Ash has Chromium 6 and Mr. Jones replied it has been found in there, it is one of the components.

Councilmember Williams thanked Mr. Jones for what he is doing, I know it is not easy, but we have serious cancer issues in Goldsboro and Wayne County.

3. Mary Viens, 240 Beaver Dam Road, Goldsboro stated she has over 200 signatures on a petition opposing a conditional use permit at 207 South Berkeley Boulevard.

Mayor Allen asked Ms. Viens to speak during the public hearing for the Condition Use Permit.

4. Jennifer Worrell, 1965 Old Smithfield Road, Goldsboro, stated thank you for having us tonight. I just wanted to let each of you know the three inactive ash ponds are in my backyard. I am 47 years old and I never realized until about a year and a half ago how important water and air are to us. It never occurred to me that anything could be in our water. My momma was on well water until we got a letter from the state or Duke Energy from the State Health Department saying we could not drink water from our well. It is a bad situation, you don't realize how important water really is to you, until you have to tote jugs of 5 gallons of water into the house every day to cook with, brush your teeth and wash with. It makes it hard on us. We live in the County yes, but we also want to include the City as well. I know and I have spoken with Ms. Karen in regards to our water and as far as I know you are testing like you are supposed to, pretty much double testing. We just want you all to be aware of what is going on. Water and air is very important.

Mayor Allen stated I really like the idea of having some type of public dialogue and I think our angle is going to be the water but we are getting into the County's jurisdiction and suggest you all also speak with the County Commissioners.

Ms. Worrell stated there is a lot of sickness in that area of Rosewood Road and Old Smithfield Road. We have a list of about 130 people right now that live in that vicinity that have either had cancer or died from cancer. Thank you for allowing us to speak.

Mayor Pro Tem Aycock stated I know there are some residents here from Thoroughfare Road and if you are going to speak, now is the time to speak because there will not be a public hearing.

5. Peter Stewart, 3027 Thoroughfare Road, Goldsboro stated this is not my first time up here. I've contacted everyone on this board. I don't really understand why we are doing this again because it was voted down once, but now we are doing it again. My understanding is you people were elected or voted into districts, I think Mr. Broadway is District 9 and here we go again. I was told standing right here. I said you are just doing it for the tax things and you are sacrificing us to put this solar farm up, when in fact you told me you were getting little to no revenue because there is only a short bit of road frontage there. You also told me you would not collect on water and sewer or trash pickup. So if the City is not going to profit and the people that live there, I brought you 100 names, we just do not want it. You say you are going to

plant trees but it will still be seen, when you were a kid, fences were a challenge. We just do not want that in our area. I believe this would be the only solar farm in the City limits. We are a growing neighborhood, we have had two new houses. Please vote in our direction.

6. Alex Economy Jr, 320 Longs Plant Farm Road, Goldsboro stated I also thought the deal was done. As I said before I am a huge proponent of solar, I think that is the way to go when you listen to those on coal ash and the problems it has been, but I still do not feel absorbing that much land in the city is going to do anything for Goldsboro. We need something that is going to add to our tax base. It is not going to hire anyone from Wayne County, they said two people were going to man it. I feel like you all really need to look at this and consider not putting it in. I have a piece of property that backs up to this and it is going to be in my backyard. I am not in favor of this solar field. I think there is something much better this land could be used for and something that could add to the tax base. I sure don't want my taxes to go up, I pay enough already. I ask that you deny this change. Thank you.
7. Johnny Gurley, 1350 Old Smithfield Road, Goldsboro, stated I have lived across from Duke Energy's coal ash plant for nearly 30 years. Before the big coal ash spill in the Dan River, I do not think anyone knew what coal ash was and didn't realize how dangerous it was but once they went down and checked it out they found out it was poison, it is contaminated, it is not a joke and it is killing people. If you go around the other 34 plants you will hear the same stories. What the funny part is, where the coal ash ponds are, you have the Neuse River running right between them. Governor McCrory has fined Duke Energy twice for it leaking, well why did he fine them if the water is ok. Why did DEQ and Governor McCrory fine them? As you heard from Jennifer, there is 135 people with cancer within a mile radius of my house. Is that normal, it is not normal; 14 have died. I have 3 uncles and an aunt who died on Radford Road from cancer. We had a meeting at the entrance of Duke Energy, there happen to be a lady, we were in her yard, this has been on TV. We shared information with her regarding coal ash and she shared her mother has cancer right now. What I am trying to impress on you is that you make sure your water is ok, and that they do not have to go through what we are going through. We are going through pure hell. There is some dangerous toxic chemicals that need to be taken care of. Thank you.

No one else spoke and the public comment period was closed.

**Golden STAR Award Recipients.** Ms. Faye Caviness, Human Resources shared the following about the Golden Star Awards: After receiving notification of an anonymous monetary donation to establish a recognition program for employees; a group of department heads were tasked with developing not only the criteria and guidelines to recognize our employees but also a name for the program. After several discussions and drafts, we selected The Golden STAR Award which also stands for Special Thanks and Recognition.

The award is to recognize employees in a timely manner for their contributions to the organization and the community. These contributions go above and beyond the normal scope of responsibilities of the performance of their duties.

The award focuses on customer service/professionalism, problem solving/quality improvement, teamwork/community partnership or other professional/personal achievement in a way that relates to the City's values and beliefs of integrity, professionalism, collaboration and promoting the quality of life. Anyone having knowledge of such characteristics displayed by an employee or group of employees may submit a nomination. The monthly recipients will receive a monetary award, a certificate signed by the City Manager and Mayor, and a pin signifying their STAR status.

Mayor Allen and Faye Caviness, Human Resource Director presented an award to the following employees for going above and beyond:

- D'Leeshia Lee – Parks and Recreation
- Danny Keel – Inspections
- Rich Rindy – Public Utilities

**Praxis Film Festival & Carolina Game Summit.** Mr. Jack Kannon shared information regarding the upcoming Praxis Film Festival on February 3-4, 2017. Praxis Film Festival is committed to enhancing the eastern North Carolina cultural landscape by bringing quality films to the community. Praxis Film Festival seeks to provide opportunities to encounter, through film, other countries, cultures, and life circumstance. Praxis recognizes that film can help us develop understanding, compassion, insights into human nature, and an appreciation for all that connects people to each other individually and to the larger community. Last, but not least, Praxis believes good films bring joy and entertainment. Praxis Film Festival screens films that contribute in some way to its mission.

In 2017, we'll mark our seventh year as a N.C. film festival destination. We have grown from a 24-hour event in one venue to two days of films screened at two venues. Films selected for screening at Praxis are accepted in competitions for audience awards.

Over the years, Praxis has hosted filmmakers from UNC Wilmington, NC School of the Arts, North Carolina State University, Chapel Hill NC, Los Angeles, New York, Washington DC, and the United Kingdom. We look forward to hosting more filmmakers in 2017!

Praxis refers to practical application, and it is a term often paired in opposition to theory. Theory is an idea and praxis is about bringing the idea into reality. Praxis Film Festival celebrates filmmakers who bring ideas into reality on the big screen. In 2016, Praxis celebrates films from across the United States and around the world.

Mr. Cannon stated the film festival is now a part of the Wayne County Charitable Partnership and participation is expected to double in 2017. Individual donors have sponsored the Praxis Film Festival and we have currently secured enough donors for the next three years. Community Partners include Wayne County Public Schools, NC State and Meredith College, Arts Council of Wayne County, Weil Enterprise, Paramount Theatre, Foundation of WCC, and City of Goldsboro Travel and Tourism Department. Benefits to the City and Wayne County include shopping and dining at downtown businesses, out of town guests stay at local hotels, promotes culture and diversity for our city, brings people downtown for the weekend. Mr. Kannon invited Council to participate and encourage others to participate.

Mr. Michael Everett shared the history of the Carolina Games Summit. Since its inception in 2006, the Carolina Games Summit has been the premiere gathering spot for the North Carolina video game community, with over 2,000 people attending each year. The last Summit featured approximately 22 speakers and 17 sessions. The 2017 Carolina Games Summit will take place on February 4th and 5th in downtown Goldsboro, NC. Major events will be held on the first three floors of the historic Wayne National Building, as well as the Terrace Room at Waynesborough House, and the Paramount Theater. Events will span multiple downtown dining, arts, and entertainment establishments.

Mr. Everett presented the following information:

#### Event Information

- Industry Speakers
  - Seminars – Terrace Room
  - Keynote – Paramount Theatre
- Exhibitors
  - Developer Focus – Terrace Room
  - Consumer Focus – Wayne National Building
- Independent Film Showcase – ACME Theater
- Open Gaming

- Arcades, Tabletop Games
- Consoles, Outdoor Attractions – Virtual Reality, Computer Games
- Tournaments
  - Tabletop, FPS, RTS, 2D Fighters, MDBA, Sports, Racing, etc.
- Costume Contest – Paramount Theatre
- Awards Contest – Paramount Theatre

#### Advertising

- Monthly Press Release
- Radio Campaign
- Paid Online Marketing
- CPU Magazine Listing

#### Past Event Attendance

- 1,900 Attendees
- 100 plus volunteers
- 22 plus speakers

Mr. Everett also reviewed attendee statistics including age ranges, income ranges, etc... Carolina Games Summit will be held Saturday, February 4, 10AM – 8:30PM and Sunday, February 5, 2017 10AM - 6:00PM in downtown Goldsboro, NC. This hybrid event will once again delivers industry speakers, video game tournaments, concerts, exhibition booths, educational sessions, and trading card games. Compete against gamers from all over the country in a variety of popular tournaments. Mr. Everett invited everyone to come and participate.

**Z-10-16 Earl Beasley-North side of East Ash Street between Barrow Court and Malloy Street (R-16 Residential to General Business Conditional District). Public Hearing Held.** Applicant requests a zoning change from R-16 Residential to General Business Conditional District which would limit the use of the property to a place of entertainment with ABC permits (bar).

Frontage: 210 ft. (E. Ash Street)  
 Depth: 168.54 ft.  
 Area: 38,884 sq. ft. or .89 acres  
 Zoning: R-16 Residential

The property was previously operated as a bar and was known as Al's Place. The business was considered a legal, nonconforming use at that time because it was established before the adoption of the City's UDO. Since the facility has been closed for more than six months, the applicant is now required to comply with current City Codes and to obtain the proper zoning and a Conditional Use Permit.

Places of entertainment with ABC permits are a permitted use within the General Business Conditional District upon approval by City Council. Development plans are required in conjunction with the Conditional Use Permit.

The property contains three structures, two of which are to be utilized in combination with the proposed place of entertainment.

An existing 1,252 sq. ft. wood-sided and concrete block building located along the western property line will serve as the proposed bar. Another existing 90 sq. ft. wood-sided accessory structure is located behind the proposed bar and will be used for storage purposes only. A 6 ft. high wood privacy fence encloses an existing patio and outside area between the proposed bar and storage building.

There is also a 1,680 sq. ft. single-family dwelling located along the eastern property line which shares a common access drive with the proposed bar. In the future, the applicant has indicated his intent to convert the dwelling to an office. Development plans will be required at that time.

As stated earlier, buildings on site are existing. As such, they do not meet current setbacks of the current or proposed zoning districts. A number of building setback modifications will be necessary.

Based on one parking space per 32 sq. ft. of floor area excluding storage, the proposed place of entertainment will require 39 paved and striped parking spaces. The submitted site plan indicates a total of nine spaces which are to be graveled. A modification of the number of parking spaces and the paving requirement will be necessary.

In addition, if the existing residential dwelling is converted to office use in the future, an additional five paved parking spaces will be required.

Hours of Operation: 12:00 p.m. to 2 a.m. Monday-Sunday.

Number of Employees: 1

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school. The subject property is located approximately 100 ft. from residentially-zoned and developed property across Ash Street. A distance modification will be necessary from 200 ft. to 100 ft.

In addition, places of entertainment with ABC permits may be no closer than 150 ft. from any other place of entertainment measured property line to property line. The property is immediately adjacent to Heroes Sports Bar and Grill to the east. A distance modification from 150 ft. to 0 ft. will be necessary.

Applicant indicates that a commercial dumpster will be utilized on site and will be appropriately screened from off-site views.

Sidewalks are required for 210 ft. of road frontage along East Ash Street or the applicant may pay a fee in lieu of sidewalk installation in the amount of \$3,150.

A 5 ft. wide landscape buffer will be required surrounding the perimeter of the site and separating the proposed bar from the future office use. Existing vegetation is not sufficient to meet the City's landscape or buffering requirements and additional plant material will be necessary. Street trees are not shown on the submitted site plan although the applicant intends to work with staff to meet this requirement.

Mayor Allen opened the public hearing. No one spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council meeting on December 5, 2016.

**CU-14-16 Parkash Patel - West side of S. Berkeley Boulevard between Elm Street and East Street. Public Hearing Held.** Applicant requests a Conditional Use Permit to operate a place of entertainment with no ABC permits (Internet Café).

Unit Frontage: 50 ft.  
Unit Depth: 45 ft.  
Unit Area: 2,300 sq. ft.  
Zone: Shopping Center (SC)

Within the Shopping Center zoning classification, internet cafés (electronic gaming operations) with no ABC permits are a permitted use only after the issuance of a Conditional Use Permit approved by City Council.

In August of 2010, the City Council adopted an Ordinance regulating electronic gaming establishments which included a definition, Conditional Use regulations, allowable zoning districts, hours of operation and parking standards.

In November of 2015, the Wayne County District Attorney's Office notified owners of existing internet cafés that any establishment operating contrary to State law may be closed by local law enforcement agencies. At issue was the legality of the software being used to facilitate gaming operations. Some operators chose to voluntarily close their business while others chose to remain in operation.

New internet cafés or existing internet cafés that have been closed for more than six months are required to apply for a Conditional Use Permit according to the City of Goldsboro's Unified Development Ordinance.

The applicant maintains that his computer software will be compliant with North Carolina law and proposes to operate at the same location in which an internet café was previously operated.

The site consists of a strip center which includes retail and restaurant uses and is known as Village Square Shopping Center. The applicant proposes a total of 40 gaming stations within the assembly area of the tenant space while other areas will include restrooms, an office and storage space. At this time a floor plan has not be submitted.

Required parking for electronic gaming operations is 1.5 spaces per computer station and one space per employee. Based on 40 gaming stations and six to eight employees (rotating shifts), a total of 68 paved and striped parking spaces are required which would include four handicapped parking spaces. There are approximately 76 spaces existing on the site. With the proposed internet café and other uses existing within the shopping center a total of 126 parking spaces would be required. A modification of the parking requirement would, therefore, be necessary.

Hours of operation are limited to 7 a.m. to 2 a.m. and the applicant proposes six to eight employees with rotating shifts.

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school. There is no church or school facility located within 200 ft. of the proposed use. Residentially-zoned and developed property is located within approximately 50 ft. at the rear of the Shopping Center. A modification of the 200 ft. distance requirement is, therefore, necessary.

Mayor Allen opened the public hearing and the following people spoke after being properly sworn in:

1. Jerry Kittrell, 201 S. Berkeley Boulevard, Goldsboro, NC stated I own the building right on the corner of Ash Street and Berkeley Boulevard, the old Dr. Adams home place. I've runned that business there for 30 years. I run an insurance and tax preparation business which is an honorable, good quiet business, public service to the community. That building also has (3) residential apartments. In the front apartment is a lady who is 60 years old. I don't think she wants to have at 2:00 in the morning people out in the street fighting and arguing like the last time which ran 24 hours a day back 7 or 8 years ago. I know I was there witnessing it. They had fights, robberies, they had an armed guard in the parking lot. One night they got robbed, he was asleep in his car. It is not an honorable business that you want to have in this City. I hate to be in opposition to any business because I have been in business since I retired from the military 30 years ago. I hate to be in opposition but that is not the type of business I feel we want in that area, hopefully. That's all I got to say. Thank you.
2. Mary Viens, 240 Beaver Dam Road, Goldsboro, NC stated thank you for hearing us. In the last (3) days I have collected over 200 signatures from my business which happens to be right next door to the business proposed that I opened (2) years ago. It is a barbershop, it is thriving, we have a great clientele and a lot of them come from Seymour Johnson, a lot of families. I have mothers on here that have made comments that they do not want their children coming through this stuff. The last time they were open, I picked up trash, beer bottles, liquor bottles, two containers, every morning there was stuff like that in the parking lot. They

have to beep people into their business with cameras they can't even have their doors open. Yet those people would come through my business wanting to use restrooms, in and out of my door which was open, but their door was locked. Their cameras were all over the place that does not instill safety to my customers coming in, bringing their children and small families. I serve Seymour Johnson Air Force Base with pride. I have them coming in and out my business every day. Seymour Johnston will not even let their guys go in there. I work hard just like everyone else around here for my business and what we have to offer in that little shopping center is valuable and we would like to keep it. We have a great comradery among the businesses and it just doesn't fit in. I appreciated you hearing us out.

Mayor Allen asked Ms. Viens to give the clerk the signatures which are attached as Exhibit 1.

3. Parkash Patel, 2908 US Hwy 301 South, Wilson, NC stated I am the one proposing the internet café. We have had one before on Berkeley Boulevard for several years. We've had to call 911 one time and that was over a fake \$100 bill. We have not had any other incidents when we owned it. I don't recall any other instances where we had to call for any violent issue, any loitering issue and I do believe a business is what you make of it. We have subways, we have craft cocktail lounges and we have sweepstakes. We are not looking to disturb any of our neighbors, we are not looking to create any kind of bad element, we want to be able to conduct business in a proper way and that is all we want to do.

Councilmember Stevens stated I have a question, when you say internet café, I know a lot about internet cafes, I lived in a city that had true internet cafes, are you using internet computers like true desktop and laptop computers to hook up to the internet or are you using arcade, casino type to win for cash. Mr. Patel stated it is sweepstakes based on internet time; the sweepstakes are based on internet time usage.

4. Steven Viens, 240 Beaver Dam Road, Goldsboro, NC stated thank you and I appreciate your time. That was my wife up here, I was supposed to give this presentation however I was feeling puny. She is an awesome woman and I am a blessed man. There are a couple of points...with the major economic renewals that are taking place here in Goldsboro, the money that has been put into downtown, it is beautiful, it is an incredible renovation. Seeing the fellows work on the building next to us on Berkeley Boulevard. We have a gem in the Air Force crown at Seymour Johnson. This business which is internet gambling, I have a whole packet of state laws back there that I do not understand gentlemen, I am a barber. But I know that our men who are serving our country through this air force base, they are going overseas, to fight battles, to serve in other nations, trusting their wives with their little children to come into our barbershop. There are not many barbershops serving; I have to speak straight, in the barber industry we call it straight hair as opposed to curly hair. That the best way I can put it gentlemen. There are very few of those types of barbershops remaining in Goldsboro, that's why our business is thriving. Like my wife said, we have over 200 signatures that started Friday because I was not getting a return phone call from the phone number on the sign. This thing just steam rolled, we put this form together Friday morning, just trying to do the best we can as regular citizens, no skill except barbering and serving folks who like coming to our shop. It is bright, it is clean, and people love coming here. I believe All American Barbershop will be there long after Steve and Mary are gone. It is going to become a fixture. The man who owns the plaza has done a great job repaving, repainting and I just hate to see the types of things we saw going on before when we moved in there. We celebrated (2) years in October. We have (6) chairs and we are thinking of building a 7<sup>th</sup> station, that is how much this business has grown. The majority of our business is coming from Seymour Johnson. I look at our town and what we are doing and this seems to be going a little to the other side; not the most desirable of businesses to put right outside the front gate of our Seymour Johnson Air Force Base. Gentlemen, I truly thank you and wish you prayerful consideration of this issue.

No one else spoke. The public hearing was closed.

No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 5, 2016.

**CU-15-16 Jack Newsome – South side of US 70 West between Perkins Mill Road and Carolina Circle. Public Hearing Held.** The applicant requests a Conditional Use Permit to operate a used car lot.

Frontage: 180 ft.  
Depth: 165 ft. (approx.)  
Area: 30,786 sq. ft. or 0.7 acres  
Zoning: Highway Business

The property was previously utilized as a convenience store and gas station (Handy Mart). The existing metal building is now vacant and has been for more than six months.

Used car sales are a permitted use within the Highway Business zoning district upon obtaining a Conditional Use Permit from City Council. The applicant has submitted a site plan which indicates the following:

1. Parking:
  - a. Display vehicles: 34 spaces
  - b. Customers: 5 spaces
  - c. Employees: 3 spaces
2. Method of Delivery: A loading space will not be required as vehicles will be driven to the site.
3. Hours of Operation:
  - a. 9:00 a.m. to 6:00 p.m. (Monday thru Friday)
  - b. 9:00 a.m. to 2:00 p.m. (Saturday)
4. Method of refuse collection: Provided by private carrier

The property is served by two access drives along US 70 West. The property can also be accessed via Short Street which allows access at the rear of the property. NCDOT has recommended that the driveway closest to Perkins Mill Road on US 70 West be closed and that a right-turn lane be constructed leading to the remaining US 70 driveway.

The site plan delineates spaces to be used for display parking. Eight of the 42 total spaces are shown in front of the existing building and will be utilized for customer and employee parking. The remaining 34 spaces will be used for display vehicles.

The existing building is placed along the southeast corner of the property, therefore, modifications of the 20 ft. side and rear setbacks will be required.

A Type 'C' (20 ft. wide) buffer is required along the southern, eastern and a portion of the western property lines. A wooden privacy fence exists along the eastern property line, mature evergreen shrubs exist along the southern property line and staff is working with the applicant to install a wooden privacy fence along a portion of the western property line to meet the buffer requirements of the City's UDO.

A Type 'A' 5 foot buffer is required and shown along the remaining portion of the western property which will utilize existing vegetation.

There are existing low-growing shrubs in the US 70 West right-of-way within an established island. Applicant proposes to clean up this area and continue to maintain the low-growing shrubs. NCDOT will not allow required street trees within the right-of-way, therefore, a modification of that requirement will be necessary. Modifications of other landscaping requirements have been requested as follows:

1. Modification of the 8 ft. protected street yard; and
2. Modification of interior landscaping requirements.

Interconnectivity is not shown due to the adjacent properties being zoned and developed residentially.

Mayor Allen opened the public hearing. No one spoke and the public hearing was closed.

No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 5, 2016.

**Planning Commission Excused.**

**Consent Agenda - Approved as Recommended.** City Manager, Scott A. Stevens, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Stevens reminded Council Item S. Rescheduling Council Meetings for 2017 was amended during the Work Session. Mayor Pro Tem Aycock moved the items on the Consent Agenda, Items G, H, I, J, K, L, M, N, O, P, Q, R, S, T and U be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Broadway and a roll call vote resulted in all members voting in the affirmative. Mayor Allen declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

**Z-7-16 Elsie Lechner-Northeast corner of South Berkeley Boulevard and East Elm Street. Ordinance Adopted.** Applicant requests amendment of the existing General Business Conditional District zone which allows the retail sale of licensed sports products to add the rental of vehicles as a permitted use within that zoning district.

On December 2, 2013, Goldsboro City Council approved a zoning change for the property to amend the General Business Conditional District for a used car lot and truck rental operation to add the retail sale of licensed sports products.

Frontage: 160.81 ft. (Elm Street)  
 187.06 ft. (Berkeley Boulevard)  
 Area: 23,950 sq. ft., or .55 acres

Surrounding Zoning: North: Shopping Center  
 South: (Jurisdiction of SJAFB)  
 East: General Business  
 West: Neighborhood Business

Currently the lot is occupied by a 2,652 sq. ft. one-story, masonry brick building. The submitted floor plan indicates a display of retail merchandise along with an office, restrooms, storage and a check-out counter for merchandise sales and truck rentals.

A total of 23 striped parking spaces are provided which includes one handicapped parking space. Retail sales requires one parking space per 250 sq. ft. of gross floor area. Auto rentals requires one space per employee, plus 3 customer spaces, and one space per vehicle stored on site.

The existing striped and paved parking lot provides for circulation and interconnectivity to adjacent properties.

Applicant has not indicated the number of trucks proposed for rental or to be returned after rental, however, based on the number of existing parking spaces available to serve

both uses (23 spaces) only nine spaces would be available for parking of rental vehicles since 14 spaces would be required for the retail operation and rental customers.

No. of employees: 2 (for both the retail and truck rental operations)  
Hours of Operation: 10:00 a.m. to 7:00 p.m. (Monday-Saturday)  
12:00 a.m. to 7:00 p.m. (Sunday)

Refuse Collection: Private Service

The site is served by one 48 ft. wide shared access drive from South Berkeley Boulevard and one 36 ft. wide access drive from Elm Street.

At the public hearing which was continued from September 19 to November 7, 2016, no one appeared to speak either for or against the request.

The Planning Commission, at their meeting held on November 14, 2016, recommended approval of the zoning change to allow the rental of up to nine (9) vehicles as a permitted use within that zoning district.

Staff recommended Council accept the recommendation of the Planning Commission and adopt an Ordinance amending the General Business Conditional District to allow the rental of up to nine (9) vehicles in addition to the retail sale of licensed sports products and approve a site and landscape plan detailing the operation. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

ORDINANCE NO. 2016-56 “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES”

**Z-8-16 Cornerstone Church of Goldsboro – North side of Barden Scott Lane between Patetown Road and North William Street (R-16 Residential to O&I-1 Conditional District). Ordinance Adopted.** The applicant requests the O&I-1 Conditional District in order to allow the construction and operation of a church and related facilities. No development plans have been submitted at this time but will be required and approved separately.

Frontage: 420 ft. (approx.)  
Depth: 1,086.5 ft. (average)  
Area: 10.04 acres

Surrounding Zoning: North: R-16 Residential  
South: Highway Business  
East: R-16 Residential  
West: R-16 Residential

The property is currently vacant and a portion has been farmed.

If the rezoning is approved, the use of the property would be limited to a church and related facilities.

The City’s adopted Land Use Plan designates a small portion at the front for Mixed-Use and the remainder for Medium-Density Residential.

City water and sewer service is not available to the property which is not located within a Special Flood Hazard Area

Although the requested zoning district would not be entirely compliant with the recommendations in the Land Use Plan, the Plan does indicate that O&I uses would provide a “step down” in intensity between commercial and nearby neighborhoods. O&I-1 would also provide for uses which would not interfere with the development or enjoyment of single-family dwellings and would not be detrimental to the quiet residential nature of the district.

In addition to the zoning change, the applicant has requested a waiver of the site plan requirement at time of rezoning. If rezoned, development plans would be approved by the Council separately.

At the public hearing held on November 7, 2016, no one appeared to speak either for or against the request.

The Planning Commission, at their meeting held on November 14, 2016, recommended approval of the change of zone request with a waiver of the site plan submittal requirement at time of rezoning. Development plans for the site would be reviewed and approved at a later date prior to issuance of any building permits.

Staff recommended Council accept the recommendation of the Planning Commission and:

1. Adopt an Ordinance changing the zoning for the property from R-16 Residential to O&I-1 Conditional District to allow the construction and operation of a church and related facilities.
2. Approve a waiver of the site plan submittal requirement at time of rezoning. Development plans will be reviewed and approved prior to issuance of any building permits for the site. Consent Agenda Approval. Aycock/Broadway (7 Ayes)

ORDINANCE NO. 2016-57 “AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES”

**Z-9-16 Patricia Carter-Barden – Northeast corner of Central Heights Road and Longleaf Avenue (R-16 to General Business Conditional District-No Use Proposed). Denied.** Although the applicant has requested the General Business Conditional District zone, no use for the property has been specified. If rezoning is approved, any allowable use within the General Business zone may be permitted only after approval of development plans by the City Council.

Frontage: 175 ft. (Central Heights Road)  
Depth: 202 ft. (Longleaf Avenue)  
Area: 33,350 sq. ft., or 0.81 acres

Surrounding Zoning: North: Neighborhood Business  
South: R-16 Residential  
East: R-16 Residential  
West: General Business

The property is occupied by one single-family residential structure.

Although the applicant has requested the General Business Conditional District zone, no use for the property has been specified. If rezoning is approved, any allowable use within the General Business zone may be permitted only after approval of development plans by the City Council.

The property is served by City water and sewer and is not within a flood hazard area.

The City’s adopted Comprehensive Plan designates this property for Mixed Use-1 which allows uses having a minimum impact on adjacent areas and would include Office-Residence, O&I-1 and Neighborhood Business zoning districts.

The request to General Business would not be compliant with the Comprehensive Land Use Plan.

At the public hearing held on November 7, 2016, three people appeared and spoke in opposition to the request with approximately 20 persons indicating their opposition by standing. The applicant spoke in favor of the request.

The Planning Commission, at their meeting held on November 14, 2016, recommended denial of the rezoning based on the requested General Business zone not being in compliance with the City's Comprehensive Land Use Plan.

Staff recommended Council accept the recommendation of the Planning Commission and deny the request from R-16 Residential to General Business Conditional District. The request would not comply with the recommendations of the City's Comprehensive Land Use Plan which designates the property for Mixed Use-1 which would include the Office-Residence, O&I-1 and Neighborhood Business zones. Consent Agenda Approval. Aycock/Broadway (7 Ayes)

**CU-13-16 Tom Britt-Southwest corner of North Berkeley Boulevard and New Hope Road. Order Adopted.** Applicant requests a Conditional Use Permit to operate a place of entertainment with no ABC permits (Internet Café).

Unit Frontage: 40 ft.  
Unit Depth: 25 ft.  
Unit Area: 1,000 sq. ft.  
Zone: General Business (GB)

Within the General Business zoning classification, internet cafés (electronic gaming operations) with no ABC permits are a permitted use only after the issuance of a Conditional Use Permit approved by City Council.

In August of 2010, the City Council adopted an Ordinance regulating electronic gaming establishments which included a definition, Conditional Use regulations, allowable zoning districts, hours of operation and parking standards.

In November of 2015, the Wayne County District Attorney's Office notified owners of existing internet cafés that any establishment operating contrary to State law may be closed by local law enforcement agencies. At issue was the legality of the software being used to facilitate gaming operations. Some operators chose to voluntarily close their business while others chose to remain in operation.

New internet cafés or existing internet cafés that have been closed for more than six months are required to apply for a Conditional Use Permit according to the City of Goldsboro's Unified Development Ordinance.

In June of 2013, the applicant was approved to operate an electronic gaming facility at the same location as the currently proposed location. The facility was approved for a total of 45 gaming stations. After having received notice from the local District Attorney's Office, the applicant voluntarily closed the business.

The applicant now maintains that his computer software is compliant with North Carolina law and proposes to operate at the same location and under the previously approved floor plan.

The site consists of several commercial strip structures within the Pinewood Shopping Center. The submitted floor plan indicates two existing tenant spaces which are combined to form one assembly area with a total of 45 gaming stations. Other areas within the space include restrooms, an office and storage space.

Required parking for electronic gaming operations is two spaces per computer station and one space per employee. Based on 45 gaming stations and two employees, a total of 92 paved and striped parking spaces are required which would include four handicapped parking spaces. The existing parking lot within the shopping center should be sufficient to accommodate the required parking spaces as well as other existing uses within the development.

Hours of operation are limited to 7 a.m. to 2 a.m. and the applicant proposes one to two employees.

The City's UDO requires a separation distance of 200 ft. from residentially-zoned or developed property, a church or school. There is no church or school facility located within 200 ft. of the proposed use. Residentially-zoned and developed property is located within approximately 150 ft. along West New Hope Road. A modification of the 200 ft. distance requirement is, therefore, necessary.

At the public hearing held on November 7, 2016, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting held on November 14, 2016, recommended approval of the Conditional Use Permit with the distance modification of 200 ft. from residentially-zoned or developed property.

Staff recommended Council accept the recommendation of the Planning Commission and:

1. Adopt an Order approving the Conditional Use Permit to allow the operation of an Internet Café (electronic gaming).
2. Approve the submitted site and floor plans detailing the operation with a modification of the 200 ft. distance requirement from residentially-zoned or developed property. Consent Agenda Approval. Aycock/Broadway (7 Ayes)

**Site, Building, Elevation and Landscape Plans - Cuyler Spring (Elderly Apartments). Approved.** The property is located on the west side of Cuyler Best Road between New Hope Road and Oxford Boulevard.

The developer requests plan approval for the construction of a three-story, 50-unit apartment complex which would contain a total of 21, 252 sq. ft.

The property is located just outside the city limits and is adjacent to the city limits on its southern property line.

Frontage:	333.62 ft. (Cuyler Best Road)
Depth:	506.29 ft. (Cuyler Best Road)
	563.48 ft. (Oxford Boulevard)
Area:	232,411 sq. ft. or 5.335 acres
Zone:	Office and Institutional-1

As previously stated, the submitted site plan indicates a proposed 50-unit elderly apartment complex. A total of 25 units will contain one bedroom and 25 units will contain two bedrooms.

Multi-family dwellings are a permitted use within the O&I-1 zoning district. Since the site area to be disturbed is greater than one acre, development plans are subject to approval by the City Council.

Prior to construction, it will be necessary for the developer to petition for annexation of the site in order to have City water and sanitary sewer serve the property.

One 24 ft. wide paved curb cut will provide ingress and egress to the apartment development from Oxford Boulevard. Oxford Boulevard is a City-maintained road.

Parking for the construction of 50 apartments requires 2 spaces per unit for a total of 100 parking spaces. The submitted site plan shows 55 parking spaces to include 6 handicap accessible parking spaces. A modification of the parking requirement will be necessary. The developer contends that half of the residents within the development will utilize a motor vehicle.

Sidewalks and Pedestrian Access: Sidewalks are required along both frontages for the proposed development. Sidewalks are not shown on the site plan and, if not installed, payment of a fee in lieu in the amount of \$12,844.50 will be required. Pedestrian access to the building will be provided by 5 ft. wide concrete sidewalks surrounding the building.

A 1,170 sq. ft. portico will be provided for tenants to have covered access into the main entrance of the building. Another 300 sq. ft. covered porch will be provided at the rear of the building.

With all multi-family developments, common area equal to 20% of the entire development must be reserved for recreational use by residents. This area has not been shown and the staff has contacted the site engineer for incorporation of this requirement into the plans

A commercial dumpster area has been shown to the east of the complex, north of the proposed parking lot which will be appropriately screened from public and tenant view as required by the City's UDO.

The submitted site plan does not show interconnectivity to the north or west of the development.

Developer believes that interconnectivity would not be practical based on the incompatibility of adjacent land uses. A modification of this requirement will be necessary.

Stormwater calculations are required and will be subject to review and approval by the City's Engineering Department. The site plan indicates the construction of one retention pond east of the parking lot along Cuyler Best Road. The City's UDO requires that retention ponds be located at least 20 ft. from the road right of way and screened with evergreen shrubs or a modification of this requirement will be necessary.

A total of 20 Fantasy Maple trees are shown along Oxford Boulevard and Cuyler Best Road. Interior plantings within the site include Flowering Cherries, Yaupon Hollies and Wintergreen Boxwoods.

Type C, 20 ft. wide landscape buffer yards are proposed along the northern, eastern and western property lines. These buffers are shown to consist of Fantasy Maples, Arborvitae, Carissa Hollies and Chinese Loropetalums.

Foundation plantings will consist of Japanese Hollies, Lemon-Lime Nandinas and Chinese Loropetalums.

Building Elevations: Elevation plans for the site indicate a masonry façade with dormers and one main entrance at the middle of the building.

Commercial Lighting Plan: A commercial lighting plan is required for security and to ensure compliance with City's lighting ordinances. Staff has contacted the developer for submission of a commercial lighting plan.

The following modifications are being requested:

- 1) A modification of the number of required parking spaces from 100 to 55.
- 2) A modification of interconnectivity to adjacent properties

The Planning Commission, at their meeting held on November 14, 2016, recommended approval of the site, landscape and building elevation plans with a modification of the interconnectivity requirement. The Commission also recommended approval of a modification of the number of required parking spaces from 100 to 75 in order to accommodate visitors to the complex.

If, in the future, the apartments are no longer limited to occupancy by elderly residents, additional parking equal to the current parking standards within the UDO will be required.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans with a modification of the interconnectivity requirement and a modification of required parking from 100 spaces to 75 spaces. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

**S-5-16 Goldsboro LIDL Subdivision (Final Subdivision Plat). Approved.**

The subject property is located on the west side of Wayne Memorial Drive between US Hwy 70 Bypass and West Lockhaven Drive.

A two-lot preliminary subdivision plat was approved by the City Council on July 6, 2009. Since that time the owner of the property (LAF Group, LLC) has revised the subdivision plat to include a dedicated street for public use which was named Stevens Memorial Drive.

The submitted final plat contains four previously subdivided lots which are being recombined into a single lot of record.

Total Lots: 1  
Total Area: 237,576.24 sq. ft. or 5.454 acres  
Zoning: Shopping Center and General Business

Now the owner of the remaining lots within the LAF GROUP Subdivision proposes to sell lots 1 and 4 to the owners of the proposed Goldsboro LIDL Store. In addition, two lots owned by Coastal Transport Company will be included in this transaction which will create one 5.454 tract of land for the construction of the LIDL Grocery Store.

As a part of this subdivision plat the existing Stevens Memorial Drive will be extended approximately 375 ft. to include a cul-de-sac, this section of street will be constructed to City standards and will be dedicated for public use.

Stormwater calculations for this site have been submitted and are currently under review by the Engineering Division in conjunction with the site plan review process for the proposed LIDL Grocery Store.

The Planning Commission, at their meeting held on November 14, 2016, recommended approval of the two-lot final subdivision plat as submitted.

Staff recommended Council accept the recommendation of the Planning Commission and approve the two-lot final subdivision plat for S-5-16 Goldsboro LIDL. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

**Speed Limit on a Section of State Highway System Streets. Ordinance Adopted.** The N. C. Department of Transportation received a request to raise the existing 20 mph speed limit on SR 1008 (Stevens Mill Road) near Cherry Hospital facility due to their recent move to the new facility located on NC 581 near US 117.

The Department of Transportation recently conducted a field review to determine a speed limit that is safe and more in line with driver expectation on the following state street (see attached map) and determined that the existing speed limit ordinance should be modified as follows:

Repeal 20 MPH Zone for:

- SR 1008 (Stevens Mill Road) between NC 581 and 0.25 mile south of NC 581

The Department of Transportation has requested that the City adopt a concurring ordinance to repeal the existing speed limit in order for the speed limit to change to 35 mph, the statutory speed limit.

Staff recommended the City Council adopt the following entitled Ordinance repealing the 20 mph speed limit on a section of NCDOT Highway System streets located within the existing city limits of Goldsboro. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

ORDINANCE NO. 2016-58 “AN ORDINANCE REPEALING THE SPEED LIMIT FOR A SECTION OF NCDOT HIGHWAY SYSTEM STREETS WITHIN THE CITY OF GOLDSBORO”

**Engineering Agreement with Hinde Engineering for Design of Utility Line Relocations and Replacements - North William Street Widening Project (NCDOT Project #U-2714). Ordinance and Resolution Adopted.** The North Carolina Department of Transportation has prepared and adopted plans to make street widening improvements for North William Street under Project U-2714. The project consists of widening improvements for North William Street from north of US 70 to SR 1571 (Tommy's Road).

The proposed widening improvements require relocation and replacement of City-owned water and sewer lines located within the project area. Engineering staff requested a proposal from Hinde Engineering for preliminary investigation, utility analysis and problem identification, preliminary design, final design, utility permits and agreements, and subsurface utility engineering (SUE).

The following outlines the fee for engineering services:

	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
Project Manager	96	\$135.00	\$ 12,960.00
Project Engineer	232	\$130.00	\$ 30,160.00
Designer	280	\$105.00	\$ 29,400.00
CADD Tech	288	\$90.00	\$ 25,920.00
Water Main Tests	40 each	\$1,325.00	<u>\$ 53,000.00</u>
Total Fee			<u>\$151,440.00</u>

We have reviewed the financing of this project with the Finance Director and determined that a budget ordinance is required appropriating funds for this project.

Staff recommended Council adopt the following entitled budget ordinance allocating funds for this project and adopt the following entitled Resolution authorizing the City Manager to execute an engineering agreement with Hinde Engineering for engineering services in reference to utility line relocations and replacements for North William Street in the amount of \$151,440.00. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

ORDINANCE NO. 2016-59 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2016-2017 FISCAL YEAR”

RESOLUTION NO. 2016-90 “RESOLUTION AUTHORIZING THE EXECUTION OF PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY AND HINDE ENGINEERING FOR DESIGN OF UTILITY LINE RELOCATIONS AND REPLACEMENTS FOR NORTH WILLIAM STREET”

**Amendment No. 4 to Task 2-Additional Dye Testing Services Engineering Services Agreement for 2015 Priority Sewer Rehabilitation Project, Phase III. Resolution Adopted.** The City has previously contracted McKim & Creed to complete smoke testing and dye testing services in the flow meter sub-basins that exhibited excessive storm water related inflow during the flow monitoring services project.

The number of actual dye tests could not be determined until after the smoke testing was completed and using previous project averages an estimate of 28 dye tests was conceived at the time of contract initiation. As the smoke testing effort was concluded it became apparent that a significantly higher number of dye tests were required. Based on the results of the dye tests completed, approximately 500,000 gallons of storm water inflow

contribution have been discovered based on a one-inch rainfall event. To finish the dye testing effort another 30 tests are required.

The fee submitted by McKim & Creed to complete the additional 30 tests is \$30,000. It is anticipated that the additional dye testing services will be completed by December 2016.

We have reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Sanitary Sewer Bond Proceeds.

It is recommended the City Council adopt the following entitled Resolution authorizing the City Manager to execute Amendment No. 4 to Task 2-Additional Dye Testing Services with McKim & Creed for \$30,000 pertaining to additional engineering services for the 2015 Priority Sewer Rehabilitation Project, Phase III. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

RESOLUTION NO. 2016-91 “RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO.4 TO TASK 2-ADDITIONAL DYE TESTING SERVICES - ENGINEERING SERVICES FOR 2015 PRIORITY SEWER REHABILITATION PROJECT, PHASE III”

**Agreement to Purchase 100’ Aerial Platform Fire Truck. Resolution Adopted.** During the FY 2016-17 budget development, Council discussed the purchase of a 100’ Aerial Fire Truck. Council adopted the budget authorizing the allocation for the purchase of this truck with installment financing. At the November 7th meeting, Council approved for the Fire Department to modify the specifications from a 100’ Aerial Ladder to a 100’ Aerial Platform Truck.

The Fire Department has researched quotes and pricing for the Aerial Fire Truck and it can be purchased through the HGACBuy program, which serves as a municipal contracting agency, at a cost of \$1,318,669. Council authorized the City to use HGACBuy at its May 5, 2014 meeting.

The custom truck will be manufactured by Pierce Manufacturing, Inc. and will be built and shipped in accordance with the specifications within twelve (12) months.

Staff recommended Council adopt the following entitled Resolution authorizing the City Manager and Finance Director to enter into the agreement with Atlantic Emergency Solutions, Inc. for the 100’ Aerial Platform Fire Truck. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

RESOLUTION NO. 2016-92 “RESOLUTION AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR TO SIGN AN AGREEMENT WITH ATLANTIC EMERGENCY SOLUTIONS, INC.”

**Budget Amendment – Security Cameras. Ordinance Adopted.** On November 7, 2016, Council discussed the purchase of five (5) Tsunami security cameras. The Tsunami is a state of the art, plug & play security camera surveillance system that can be deployed throughout the City.

In order to lease these cameras, it would require a three (3) year agreement at a cost of \$5,600 per camera/year, which includes the Verizon 4G 5GB monthly data plan. This lease will ensure unlimited warranty for the life of the lease, support, all scheduled software updates and project license.

City Council directed that five (5) cameras be leased with a total cost of \$28,000. Since these funds were not appropriated in the current fiscal year, a budget amendment is required.

Staff recommended Council adopt the following entitled ordinance appropriating \$28,000 from the General Fund’s Unassigned Fund Balance. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

ORDINANCE NO. 2016-60 “AN ORDINANCE AMENDING THE BUDGET  
ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2016-17 FISCAL YEAR”

**Goldsboro Christmas Parade, December 3, 2016 – Street Closing Request.**

**Approved.** The annual Christmas Parade is one of the many local traditions helping to usher the holiday season into the Goldsboro area. The parade is organized, coordinated and sponsored by the Wayne County Chamber of Commerce Young Professionals Group.

The street closing request is as follows:

Parade Route: North on Center Street beginning at Spruce Street to Walnut Street; East on Walnut Street to John Street; North on John Street to Mulberry Street; West on Mulberry Street to Center Street; North on Center Street to Ash Street; West on Ash Street to Center Street (traffic circle); South on Center Street to Spruce Street ending at Spruce Street.

Staging Areas: Spruce Street between George and Center Streets, James Street between Spruce and Elm Street, and Pine Street between George and William Street.

Additional Closures recommended by the Police Department to manage traffic flow will encompass: James Street from Elm to Chestnut, John Street from Chestnut Street to Ash, Mulberry Street from James to William, Walnut Street from James to Ormond Ave, Chestnut Street from James to Ormond Ave, Spruce Street from George to John Street, Pine Street from George to William and Center Street from Elm to Spruce.

Parking Restrictions: No parallel parking on Center St from Spruce Street to Ash Street.

The time requested for the closing is from 8:00 a.m. to 8:00 p.m. Police have indicated that traffic will be restricted from 8:00 a.m. until 3:30 p.m. and all traffic stopped at 3:30 p.m. The actual parade will begin at 4:00 p.m. and end at approximately 6:00 p.m.

The Police, Fire, Public Works and DGDC offices have been notified of this request.

Staff recommended Council approve this request subject to the following conditions:

1. All intersections remain open for Police Department traffic control.
2. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
3. All activities, changes in plans, etc. will be coordinated with the Police Department.
4. The Police, Fire, Public Works and DGDC offices are to be involved in the logistical aspects of this event.

It is recommended the Council approve the street closing of sections of Pine, Spruce, Center, Walnut, John, Mulberry, James, and Chestnut Streets for the Christmas Parade route from 8:00 a.m. to 8:00 p.m. on Saturday, December 3, 2016. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

**Rescheduled Council Meetings for 2017 Due to Holidays. Approved.** The Goldsboro City Council normally meets the 1st and 3rd Mondays of every month for their Regular Council Meeting. The following meetings need to be rescheduled due to holidays:

- Monday, January 2, 2017 is in observance of New Year’s Day
- Monday, January 16, 2017 is in observance of Dr. Martin Luther King, Jr. Birthday
- Monday, July 3, 2017 is in observance of Independence Day
- Monday, September 4, 2017 is in observance of Labor Day

Staff suggests Council consider rescheduling the above meetings to the following dates:

- Tuesday, January 3, 2017

- Tuesday, January 17, 2017
- Combining the July 3, 2017 meeting with the July 17, 2017 meeting
- Monday, September 11, 2017

It is recommended Council accept staff recommendations and approve the revised 2017 regular meeting schedule. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

**Goldsboro Tourism Council Appointment. Resolutions Adopted.** On December 31, 2012, Ms. Erin Wilmot was appointed to serve on the Goldsboro Tourism Council. Ms. Wilmot submitted her resignation effective August 31, 2016, thus creating a vacancy on the Goldsboro Tourism Council.

Mr. Ross Halvorson has submitted an application to serve on the Goldsboro Tourism Council. Staff would recommend Mr. Ross Halvorson to fill the unexpired term left by Ms. Erin Wilmot’s resignation whose term expires on December 31, 2018.

Staff recommended Council adopt the following entitled Resolutions:

1. Appointing Mr. Ross Halvorson to the Goldsboro Tourism Council.
2. Commending an individual who has served on the Tourism Council of the City of Goldsboro. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

RESOLUTION NO. 2016-93 “RESOLUTION APPOINTING A MEMBER TO AN ADVISORY BOARD AND COMMISSION”

RESOLUTION NO. 2016-94 “RESOLUTION COMMENDING AN INDIVIDUAL WHO HAS SERVED ON THE GOLDSBORO TOURISM COUNCIL OF THE CITY OF GOLDSBORO AND DIRECTING THE MAYOR ON BEHALF OF THE CITY COUNCIL TO PRESENT THE INDIVIDUAL WITH A CERTIFICATE OF APPRECIATION”

**Monthly Reports. Accepted as Information.** The various departmental reports for the month of October, 2016 were submitted for the Council’s approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

**End of Consent Agenda.**

**Z-5-16 Heights Solar Farm, LLC – West side of Thoroughfare Road between Central Heights Road and the Norfolk-Southern Railroad. Denied.** The applicant requests a change of zone from R-16 Single-Family Residential to R-20A Residential Conditional District to limit the use of the property to a solar facility. Development plans detailing the project would have to be approved in conjunction with the rezoning request.

Frontage: 515 ft.  
 Depth: 2,000 ft. (approximately)  
 Area: 43.0 Acres

Surrounding Zoning: North:	R-12 and R-16 Residential and RM-9 Residential Mobile Home
South:	Industrial and Business Park-1
East:	R-12 and R-16 Residential and RM-9 Residential Mobile Home
West:	R-16 Residential and RM-8 Residential Mobile Home Park

On February 1, 2016, City Council denied this identical request based on the requested R-20A zoning district not being consistent with the recommendation contained within the adopted Comprehensive Land Use Plan. The Land Use Plan designates the property for medium-density residential.

The property is currently vacant woods.

If rezoned to the R-20A Conditional District, the use for the property would be limited to a solar facility and development plans detailing the use would be required.

The City's Comprehensive Land Use Plan designates this property for Medium Density Residential development which is equivalent to the City's R-12SF and R-16 zoning districts. The requested R-20A zone would be considered a low-density residential zone.

The City is currently holding water and sewer assessments for the property in abeyance until the property is annexed or until the developer requests connection to City utility lines. The costs are \$4,080 for water and \$7,650 for sewer. Submitted development plans do not include hooking on to City utilities. A portion of this property is located within a Special Flood Hazard Area.

The submitted site plan indicates a gated 20 ft. wide gravel access drive beginning at Thoroughfare Road and extending westerly through the development terminating at a cul-de-sac. Two spaces will provide parking at time of construction and for scheduled site visits twice a year.

The solar panels will be installed within a 32-acre area (out of the entire 43-acre site) surrounded by a six-ft. tall chain link fence topped with barbed wire. Existing woods have been retained for a width of at least 50 ft. along the southern, western and portions of the eastern property lines. Staff will evaluate the need for supplemental landscaping in the event the existing 50 ft. vegetative buffer does not meet the landscape buffer requirements. A 50 ft. proposed landscape buffer is shown along the northern property line as well as the eastern property line that fronts Thoroughfare Road and will consist of evergreen landscape material. Staff has worked with the applicant and Loblolly Pines, Holly Trees and Camellias are being proposed to meet the landscape buffer requirements if the request is approved.

The Air Installation Compatible Use Zone Study (AICUZ) shows that there are two mapped flight tracks which traverse the subject property.

Seymour Johnson AFB previously analyzed the request and the Solar Glare Hazard Analysis Tool submitted by the applicant and, based on the parameters for development at that time, had no objections and found the proposal to be compatible relative to Height, Visual, Light Emissions, Bird/Wildlife Aircraft Strike Hazard (BASH), and Radio Frequency/Electromagnetic Interference protocol. Staff has re-submitted the current request to officials at Seymour Johnson AFB for review and are awaiting their comments.

The applicant has indicated that construction on the site will take four to six months and that the operation will be basically unmanned with no daily personnel or activity at the site. Only twice-yearly site visits will be made to this location. Maintenance of the site and landscape will be the responsibility of the applicant and staff has received a maintenance management plan which has been signed by both the applicant and the property owner to ensure the property is properly maintained.

At the public hearing held on September 19, 2016, four people spoke in opposition to the request. Three people appeared in favor.

The Planning Commission, at their meeting held on September 26, 2016, recommended deferring this matter to insure that, if approved, the site will be adequately screened and maintained in the future. The Commission expressed regret about the property being timbered and the fact that the woodland which had previously screened the view of the site from Central Heights Road has been eliminated.

The Planning Commission, at their meeting held on November 7, 2016, recommended approval based on the staff receiving an acceptable maintenance plan for required landscaping.

Upon motion of Councilmember Williams, seconded by Councilmember Foster and unanimously carried, Council denied applicant requests a change of zone from R-16 Single-Family Residential to R-20A Residential Conditional District to limit the use of the property to a solar facility.

**City Manager's Report.** Mr. Stevens invited everyone to join us for Lights Up Downtown Tuesday, November 22<sup>nd</sup> at 5:00 p.m. at the steps of City Hall. Trolley rides run Tuesday night's downtown until Christmas. Mr. Stevens wished everyone a Happy Thanksgiving. We have a Closed Session item following meeting.

**City Attorney's Report and Recommendations.** No report.

**Mayor and Councilmembers' Reports and Recommendations.** Mayor Allen read the following Proclamation:

**Proclamation – Small Business Saturday.** Mayor Allen proclaimed Saturday, November 26, 2016 as Small Business Saturday in the City of Goldsboro and called upon all citizens of the City of Goldsboro to support small business and merchants on Small Business Saturday and throughout the year.

Mayor Allen reminded everyone small business is a big deal and encouraged everyone to support our small businesses.

Councilmember Ham had no comment.

Councilmember Foster had no comment.

Mayor Pro Tem Aycock stated airmen from the 567<sup>th</sup> Red Horse Squadron at Seymour Johnson Air Force Base recently deployed. Please keep the families of those serving in your thoughts and prayers.

Councilmember Williams had no comment.

Councilmember Broadaway had no comment.

Councilmember Stevens thanked Mr. Everett and Mr. Kannon for their presentation and encouraged everyone in the community to get behind them and support them. He also reminded everyone education is very important. He wished everyone a happy and safe Thanksgiving.

Mayor Allen also wished everyone a Happy Thanksgiving and encouraged everyone to come out for Lights Up Downtown.

**Closed Session Held.** Upon motion of Councilmember Ham, seconded by Councilmember Williams and unanimously carried, Council convened into Closed Session to discuss property acquisition and a potential litigation matter.

Council came out of Closed Session.

There being no further business, the meeting adjourned at 8:43 p.m.

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Chuck Allen  
Mayor

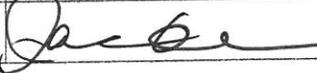
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Melissa Corser, MMC  
City Clerk

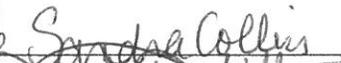
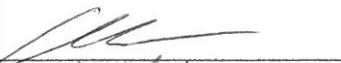
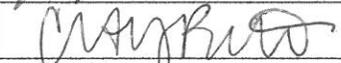
**Petition to [Action]**

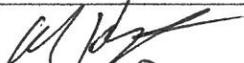
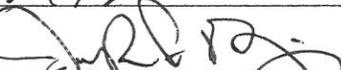
Petition Summary: to oppose the conditional use of  
207 South Berkeley Blvd Goldsboro, NC 27534  
for an internet business or Sweepstake Center

Action Petitioned For: We the undersigned are concerned citizens who urge our leaders to act now to [Enter the action which you are petitioning for]. oppose the internet gaming business

Date	Signature	Printed Name	Address	Comment
11-21		Gil Wycle	583 Hinton LN	Not Appropriate Location
11-21	Kris A. Parks	Kris A. Parks	100 Hyacinth Rd	not good location
11-21	Chance Landers	Chance Landers	3615 Cannon Ave	Not appropriate location
11-21		Derek DeVos	1235 <sup>Wright</sup> Bros Ave	not appropriate location
21 NOV	Andrew D. Willson	ANDREW D. WILLSON	105 TROLLINGWOOD G' BORO 27534	NOT APPROPRIATE LOC
21 NOV		JACOB DILLARD		N/A

Date	Signature	Printed Name	Address	Comment
21 NOV 16		Darrell Erdman	123 1st Ln	
21 Nov		SON ZODON	806 E Mulkey	
21 NOV		GREGORY HORNE	205 white OAK ROAD	
21 NOV		Janeth Mikeluz	227 Squier Ave	
21 Nov		Chris Juliano	21 1st rd	
11-21-16		1688 BOVETTE DR	GOLDSBORO	
11-21-16		6535 Rowland Dr	Teen Park,	
11-21-16		Steve Brogren	12020 Old Smith Rd	NOT NEEDED
11-21-16		JOHN HARICELL	100 REMOUNT RD	
11-21-16		JOHNNIE GURLEY	GOLDSBORO 1350 OLD SMITHFIELD RD.	
11-21-16		Carlton Carpenter	201 KIRBY PL P.O. Box 111 NC 27867	
11-21-16		NANCY GURLEY	1350 OLD SMITHFIELD RD GOLDSBORO, NC	TAD DANGEROUS NOT WANTED

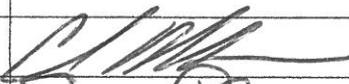
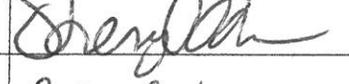
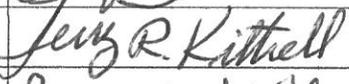
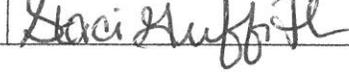
Date	Signature	Printed Name	Address	Comment
21 Nov 16		Trevor Arnold	1311 Park AV B	—
21 Nov 16		Sandra Collins	2501 Dawn Circle	
21 Nov 16		Ernesto D. Vittorio	608 E. Raintree Ln	Recommend alternate location away from family business.
21 NOV 16		Austin M. Nees	212 PIPITIN SQ.	—
21 NOV 16		John-Michael Cobb	339 Stillwater Cr Dr	New location away from house
21 Nov 16		Chad Pate	201 Wanda Dr. Pikeville	
21 NOV 16		Courtney Pate	201 Wanda Dr.	
21 Nov 16		Christian Hirc	514 Gilbert Ct.	—
21 Nov 16		James D. Thoms	201 Gou by Dary Rd	←
21 NOV 16		Steven J. Peveral	480 Berk Swamp	
21 Nov 16		Drew Covert	201 Crest Dr.	
21 Nov 16		Jarrel Tilghman	103 Bill Circle	

Date	Signature	Printed Name	Address	Comment
21 Nov		Michael Hoyz	100 Stone Lk	
21 Nov		Jeeri-Rae Phipps	156 Brekeny Rd. Gboro	
21 Nov		Ryan Berthold Jr	3652 wright Bro. Ave 27534 Goldsboro	
21 Nov		Anthony Lucarelli	520 W New Hope Rd 27534 Goldsboro	
11/21/16		Jared B. Johnson	146 Silver Creek Dr Clayton NC 27520	

## Petition to [Action]

Petition Summary: to oppose the conditional use of 207 South Berkeley Blvd. Goldsboro NC 27534 for an internet business or Sweepstake Center

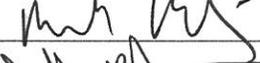
Action Petitioned For: We the undersigned are concerned citizens who urge our leaders to act now to [Enter the action which you are petitioning for]. oppose the internet gaming businesses

Date	Signature	Printed Name	Address	Comment
11-18		Chris Mirus	311 Kingston Circle	No way
11-18		Sherry Mirus	311 Kingston Circle	No way
11-18		Diana Anderson	113 Penn Circle	I bring children here
11-18		Chris Gordon	103 Pinegrove Ln	I bring my son here and don't feel comfortable that is business next door
11-18		JERRY KITTRELL	201 S. BERKELEY BLVD.	No Good
11-18		Staci Griffith	198 Bakers Chapel Rd	No Good - I bring my family here and I'm not comfortable with the trouble they bring

Date	Signature	Printed Name	Address	Comment
11/18/16	WES CLAY	William E. Clay	La Grange, NC 100 Diamond CT	This gambling establishment is a no go
11/18/16	John Lawrence	JOHN LAWRENCE	1021 CC Rd Mt Olive NC	NO
11/18/16	Seth Rogers	SETH ROGERS	102 KALMIA PL PIKEVILLE, NC	NO
11/18/16	Crystal Ardes	CRYSTAL ARDES	102 KALMIA PL PIKEVILLE, NC	NO
18 Nov 16	Mark Prazak	MARK PRAZAK	209 WOTTINGHAM GOLDSBORO, NC	
11/18/16	Keith Umbr	Keith Umbr	Andrea Dr. Goldsboro N.C.	NO
11/18/16	Meiga Claiborne	Meiga Claiborne	La Grange NC 28551	NO WAY!
11/18/16	Ann Mckee	Ann Mckee	2610 Busties Dr Goldsboro, NC	NO
11/18/16	George Hoot	George Hoot	202 Sun Valley Dr Lenoir, NC 28551	No
11/18/16	Royal Rowlett	Royal Rowlett	421 Alton meadow Cary NC 27518	NO
11/18/16	Nicholas Orsted	Nicholas Orsted	300 E. Harding Dr Unit G Goldsboro, NC 27534	NO!
11/18/16	Ryan Baldror	Ryan Baldror	262 Silver Tree Ct Solma, NC	NO!

Date	Signature	Printed Name	Address	Comment
11/18/16		Heather Bevell	301 S. Center St Goldston, NC	NO
11/18/16		Lischen Costanzo	109 Hardscrub Dr. Pikeville NC	NO
11-18-16		Lee McGraw	300 Sweeten Branch Dr. Pikeville NC	NO
11-18-16		Rhonda Allen	463 SANDHILL DR GOLDSBORO NC.	NO
11-18-16		Brent Allen	463 SANDHILL DR GOLDSBORO NC.	NO
11-18-16		Tim Russo	116 CARLYLE CIR Goldston, NC	NO
11-18-16		Michael Phillips	114 HOUNDS RUN DR Goldston, NC	NO
11-18-16		Richard Piva	PO BOX 42757 GOLDSBORO	NO
11/18/16		Timothy Allen	3605 Wright Bro Ave Unit 228 Goldston, NC	NO
11-18-16		Tracy Pendergrift	200 Plantation Rd Goldston, NC 27530	NO
11-18-16		Paul Williams	315 Deans Ln Goldston, NC	NO!
11-19-16		Jeff LaPee	282 - Goldston Loug's Plant Farm RD	NO

Date	Signature	Printed Name	Address	Comment
11/19/16		Daniel Powell	1410 Saint John Church La Grange NC	NO
11-19-16		Ray McKenzie	103 ASHLEY AVE Goldsboro 27530	NO
11-19-16		Liz McKenzie	103 Ashley Ave Goldsboro 27530	NO
11-19-16		Saxon Hamacker	125 Oxford Dr Goldsboro, NC	NO
11-19-16		Ramona Fica	103 Marko Place Goldsboro, NC 27530	NO
11-19-16		Matthew Pennington	3614 Cannon Ave Unit 102, Goldsboro NC 27534	NO
11-19-16		Chad Sutton	138 Peeler Rd Colesboro NC 27574	NO
11-19-16		ROBERT G. SWARTZ	103 GATSBY CRT LA GRANGE NC 27551	NO
11-19-16		Laverne Waters	1513 W New Hope Rd	NO
11-19-16		Charles Livak	1550 NC HWY 581 Plymouth, NC 27869	—
19 Nov 16		Duke Selin	213 Bolling Dr Goldsboro 27534	
19 Nov 16		Lorey Lawson	115 Livingston drive goldsboro NC 27530	NO

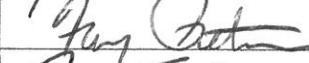
Date	Signature	Printed Name	Address	Comment
19 Nov 2016		Zachry Carana	1573 Hwy 13	No unsafe.
19 NOV 16		ANTONI GOLLOTTA	204 SUTTONS RUN	No!
19 NOV 16		Daniel Castaneda	702 N. Spence Ave	Un safe
19 Nov 16		STEVEN LABRADOR	21615 CAMDEN AVE	NO
19 Nov 16		Scott Mahison	108 <del>East</del> Code	NO
19 Nov 16		TODD HARRIS	207 MARY FERRELL	NO
19 Nov 2016		THOMAS A. AKERS	420 HUNTERS CREEK DRIVE, GOLDSBORO, NC	N/A
11-19-16		Mark Blizard	202 Springs crest Dr Seven Springs NC 28575	No
21 NOV 16		Jeffrey B. Jones	104 Abbey Frank St LaGrange, NC 28581	Not value added
21 Nov 16		Willie V. Leonard	361 FOREST KNOLLS RD Golds	" " "
21 Nov 16		Acuna, Allen	3652 Wright Brothers Ave. 105D	Not safe.
21 Nov 2016		Charles, Matthew	316 Charlotte Rd. Goldsboro, NC	Not safe

Date	Signature	Printed Name	Address	Comment
11-21-16	<i>Jeremy Sandlin</i>	Jeremy Sandlin	213 Gray Rd	No Way
11-21-16	<i>Jerry Turner</i>	Jerry Turner	205 E. Evans Rd	No Way
11-21-16	<i>George Casey</i>	George Casey	467 Starbuck Rd	NO
11-21-16	<i>Glen Lyndon</i>	Glen Lyndon	1884210 mt active	NO
11-21-16	<i>Casey Larson</i>	CASEY LARSON	106 LYNN PI	NO
11-21-16	<i>Jesse Lora</i>	JESSE LORA	106 LYNN PI	NO
11-21-16	<i>Scott Berkeley</i>	Scott Berkeley	613 S. Claiborne St	No
11-21-16	<i>Corey Nelligan</i>	NO		NO
11-21-16	<i>Corey Nelligan</i>	Corey Nelligan	218 W. Rainbow Ln. Goldstone, NC	NO
11-21-16	<i>Randy Wene</i>	Randy		NO
11-21-16	<i>Gerard Burton</i>	GERARD BURTON	105 Highlands Dr	NO
11-21-16	<i>Robert Sheppard</i>	Robert Sheppard	825 Old Mt. pl Glen	NO

## Petition to [Action]

Petition Summary: to oppose the conditional use  
of 207 South Berkeley Blvd. Goldsboro NC  
27534 for an internet business or Sweepstakes Center

Action Petitioned For: We the undersigned are concerned citizens who urge our leaders to act now to [Enter the action which you are petitioning for]. oppose the internet business / sweepstakes Centers

Date	Signature	Printed Name	Address	Comment
17 Nov 16		Holzclaw, Alan	Chapron 705 Mill Creek Dr	NO -
11-17-16		Dana Hill	101 Phillips Ridge Ln	
11-17-16		Jessica Pucci	105 Schussler Bronckville	NO way
11-17-16		Fay Peteron	2703 Ridgcrest Goldsboro	
2016 11 17		JONATHAN McManama	302 CASHWALK DR GOLDSBORO	
11/17/16		Brian Voeller	203 Dogwood Estates Ln Goldsboro	NO!

Date	Signature	Printed Name	Address	Comment
11-17-16	Shane Aube	Shane Aube	109 PIONEER TR. ON SEVEN SPRINGS	Absolutely NOT!
11-17-16	[Signature]	DAVE MAZUREK	105 MCWOOD PL GOLDSBORO	
11-17-16	[Signature]	TYLER HECK	303 CITANCOBY CROOKSBORO	
11-17-16	[Signature]	CHRIS CRAFTY	210 KIRTLAND DR GOLDSBORO NC, 27534	
11-17-16	[Signature]	ERIK EVANS	207 ROSEMARY DR PINEVILLE NC 27863	
11/17/16	[Signature]	ZAK FEIN	402 E. MAIN ST. FREMONT, NC 27830	
11/17/16	[Signature]	JACOB REYES	308 CHARLITE RD GOLDSBORO, NC 27534	
11/17/16	[Signature]	RENEE ALLEN	201 BAYVIEW GDS 27534	
11/17/16	[Signature]	JONATHAN MINK	101 SADDLEWOOD DR. GOLDSBORO	NO!
11-17-2016	[Signature]	JAY A SASSEK	109 HOOD DR GOLDSBORO	NO!
11-17-16	[Signature]	ALAN HARRIS	142 WESLEY RD 27534	NOT APPROPRIATE
11-17-16	[Signature]	TIM BENGLE	171 CLYDEWOOD DR GOLDSBORO NC	NO WAY

I WANT THIS ANYWHERE

Date	Signature	Printed Name	Address	Comment
17 NOV 16		Greg DeGregorio	118 SES Dr Clayton, NC 27520	
17 NOV 16		RONALD THOMPSON	223A WINDSOR CREEK PKWY GOLDSBORO, NC 27534	
17 NOV 15		James McKelvie	108 Kelliwood Dr Goldsboro, NC	
17 NOV 16		Emmitt Redner	144 Loop Rd Goldsboro, NC	
17 NOV 16		Alex Ferrigno	3613 Cannon Ave Goldsboro	
17 NOV 16		Justin Bennett	3613 Cannon Ave Goldsboro	
17 NOV 16		Chad Alexander	536 Church of God Rd Goldsboro, NC 27534	
17 NOV 16		ANTHONY GESERT	3606 WRIGHT BROS AVE GOLDSBORO, NC	
17 Nov 16		D. KESTEL	105 Longleaf Dr	Goldsboro
17 Nov 16		Donald Blanta	272 Laurel Dr Pikeville, NC	
17 Nov 16		Dominic Donato	3651 Wright Bros Ave Goldsboro, NC	
17 Nov 16		Michael D Allen	463 Sandhill Dr Goldsboro, NC 27530	

Date	Signature	Printed Name	Address	Comment
11/17/16	<i>Kenneth Wallace</i>	Kenneth Wallace	308 N 4th St Cary NC	
11-17-16	<i>Carl Hodnett</i>	Carl Hodnett	1070 Herring Rd Dudley	
11-17-16	<i>Hilda Hodnett</i>	Hilda Hodnett	1070 Herring Rd Dudley	
11-17-16	<i>Joan Humphrey</i>	Joan Humphrey	141 Peachtree Ln	
11-17-16	<i>Mark Pasley</i>	Mark Pasley	4126 Pikeville	
11-17-16	<i>Mary Pasley</i>	MARY Pasley	4124 117 N Pi. Keaville	No Way!
11-17-16	<i>Tom White</i>	Tom White	1503 Branford Rd	
11/17/16	<i>Andrew Pivarski</i>	Andrew Pivarski	111 Tonbridge Ln.	No
11-17-16	<i>Michael Sweet</i>	Michael Sweet	103 E Doe Trl. Goldsboro, NC	
11-17-16	<i>C. P. Tom D. Foreman</i>	C. P. Tom D. Foreman	114 Poyne Pikeville, NC	
11-17-16	<i>Paul Etheridge</i>	Paul Etheridge	722 N William 57 Goldsboro.	No!
11-17-16	<i>Daniel Donnelly</i>	Daniel Donnelly	214 Laurel Dr. Pikeville NC	No!

Date	Signature	Printed Name	Address	Comment
17 Nov 16		Troy Rooney	BLDG 3605 unit 109 Wright Bros. Ave	—
11-17-16		David Crisp, Jr	236 Ditchbank Rd Goldsboro NC	
11-17-16		James Simon	110 Adler Lane Goldsboro NC	
17 Nov 16		Joe Braden	101 Misty Lane Goldsboro NC	
17 Nov 16		DORIAN JAVIDI	552 W NEW HOPE RD Goldsboro, NC	
17 Nov 16		Troy Caillier	705 S Harding Dr. Unit 804 Goldsboro	
18 Nov 16		Christina Claiborne	11? Sweetwater Dr Lagrange	
17 Nov 16		Christopher Oudekirk	403 Nelson Ct Goldsboro NC 27534	
17 Nov 16		Justin Mervise	285 Collins Dr. Golds. N.C.	
17 Nov 16		Ty Edmund	127 Fairway Rd Goldsboro NC	
17 Nov 16		Michael Mearns	217 LOCKHORN DR Goldsboro NC 27534	
11-17-16		LeeAnn Smith	116 Valley Rd Mt Olive, NC 28365	I bring my son to this business & don't want him exposed to that.

Date	Signature	Printed Name	Address	Comment
11-17-16		David Smith	1907 Carolina Circle	
11-17-16		BRYAN WATSON	WAYNE MEN	
11-17-16		Michael Mcloy	1001 STEPHENS ST	
11/17/16		Chris Prouty	103 Spoonbill Ole Goldswortk	I bring my 4 yo son to shop.
11/17/16		KYLE SWARTZ	1550 W NEW HOPE RD GOLDSBORO, NC 27531	
11/17/16		Eric Stamer	224 Erchberger Goldsboro	I Bring my 4 Yec old Son in
11/17/16		James Henderson	3202 Huntingdon Pl Goldsboro N.C.	
11/17/16		John Falkowski	1109 E MURPHY	NO!
11/18/16		Jessica M. Slater	339 Stillwater creek Dr.	
11/18/16		Alec R. Hudson	Bldg 3052 Wright Brothers Ave.	
11/18/16		K. FRANK FOYAR	104 ALBERT DR GOLDSBORO NC	NO GAMBLING
11/19/16		T. Crews	112 W. WASHINGTON GOLDSBORO	NO!

CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT**                                Z-11-16 MADP Goldsboro, LLC – West side of Wayne Memorial Drive between Fourth Street and Sixth Street (NB to GBCD)

**BACKGROUND:**                        The applicant requests the General Business Conditional District to limit the use of the property to the retail sale of automotive parts and accessories. No development plans have been submitted at this time but will be required and approved separately.

Frontage: 177 ft. (Wayne Memorial Drive)

Depth: 453.7 ft. (average)

Area: 1.82 acres

Surrounding Zoning:                North: R-9 Residential  
    South: Neighborhood Business & Office and Institutional-1  
    East: Neighborhood Business  
    West: Neighborhood Business

**DISCUSSION:**                        The property is currently zoned Neighborhood Business. As previously stated, the applicant proposes to rezone the subject property to General Business Conditional District to limit the property for use as a retail auto parts and supply store.

Existing Use: The property is currently vacant.

Comprehensive Plan Recommendation: The City's adopted Land Use Plan recommends commercial development for the property.

Engineering Comments: City water and sewer are available to the property. Subject property is not located within a special flood hazard area.

Access: NCDOT has reviewed the proposed use and will require a driveway permit for access off of Wayne Memorial Drive.

In addition to the zoning change, the applicant has requested a waiver of the site plan requirement at time of rezoning. If rezoned, development plans would be approved by the Council separately prior to any building permits being issued.

At the public hearing held on December 19, 2016, one person spoke in favor of the request. No one appeared in opposition.

The Planning Commission, at their meeting held on December 19, 2016, recommended approval of the zoning change.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from Neighborhood Business to General Business Conditional District limiting the use of the property to the retail sale of auto parts and accessories. Development plans would be reviewed and approved separately prior to issuance of building permits.

Date: 12/28/16

  
\_\_\_\_\_  
Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

**ORDINANCE NO. 2017 -**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE  
OF THE CITY OF GOLDSBORO, NORTH CAROLINA  
CODE OF ORDINANCES**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, December 19, 2016, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance be amended as herein below set forth;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina:

1. That the Unified Development Ordinance of the City of Goldsboro, North Carolina Code of Ordinances, be and the same is hereby amended by changing:

**From Neighborhood Business to General Business Conditional District to allow development of a retail automotive parts and accessories store. Site and landscape plans will be reviewed and approved separately.**

**Z-11-16 MADP Goldsboro, LLC – West side of Wayne Memorial Drive between Fourth and Sixth Streets**

The Wayne County Tax Identification No. is 3509-49-9397. The property has a frontage of 177.1 ft., an average depth of 453.7 ft. and a total area of approximately 1.82 acres.

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

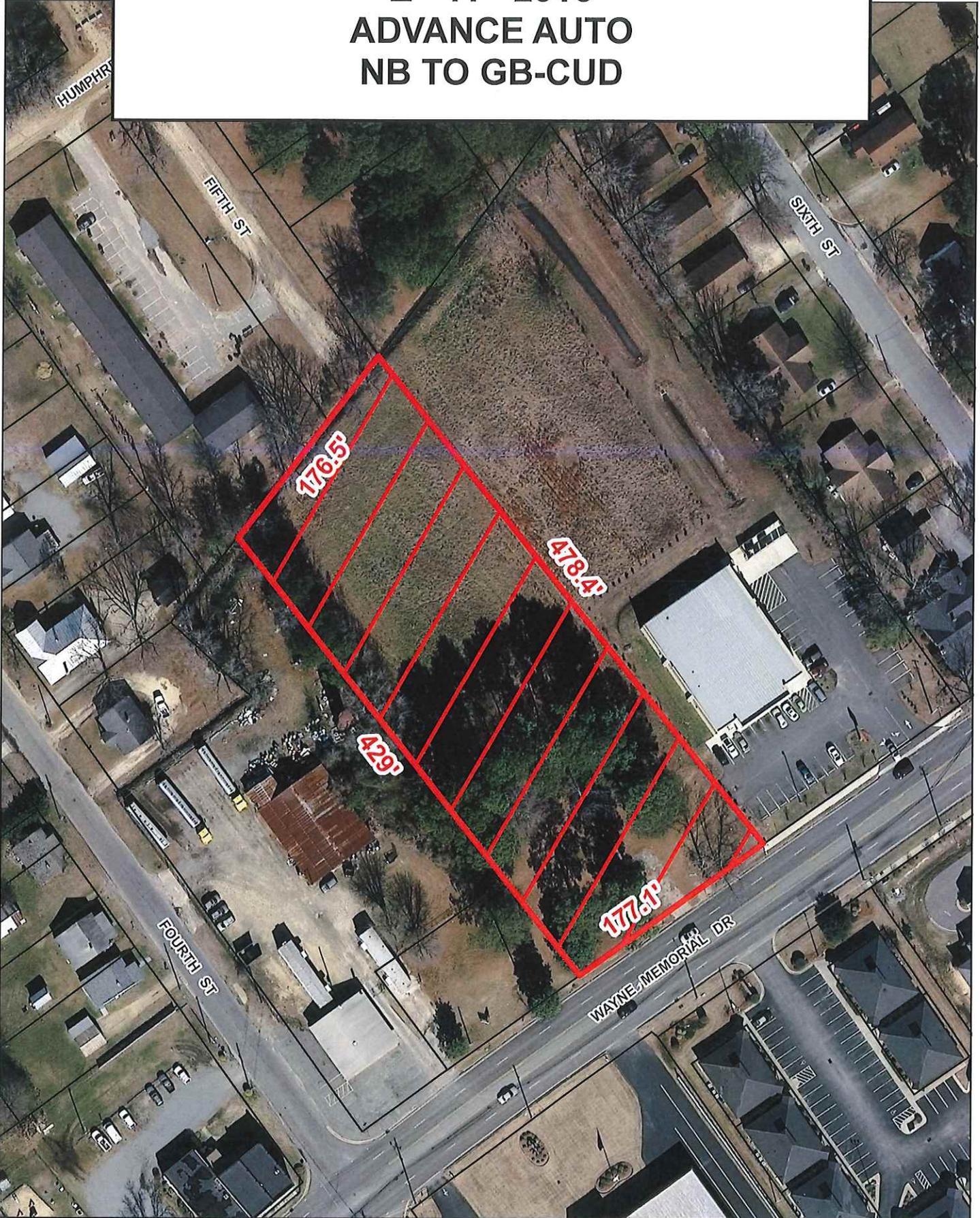
Z - 11 - 2016  
ADVANCE AUTO  
NB TO GB



**Z - 11 - 2016  
ADVANCE AUTO  
NB TO GB-CUD**



Z - 11 - 2016  
ADVANCE AUTO  
NB TO GB-CUD



CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:** Z-12-16 Classic Goldsboro, LLC - South side of Gateway Drive between Challen Court and North Oak Forest Road

**BACKGROUND:** The applicant requests the General Business Conditional District to limit the use of the property to a parking lot expansion in conjunction with an existing use for the display and sale of automobiles.

Additionally, the applicant is requesting a waiver of the site plan requirement. If the rezoning is approved, the applicant will be required to have the site plan approved by City Council before issuance of any building permits.

Frontage: 513.90 ft. (Gateway Dr.)

Average Depth: 687.38 ft.

Area: 174,240 sq. ft. or 4 acres

Surrounding Zoning: North: Industrial & Business Park-1

South: Shopping Center;

East: Industrial & Business Park-1

West: General Business (GBCD)

Existing Use: Currently, the proposed site is part of a larger undeveloped tract reserved for development within Wayne County's Industrial Park. The property is currently vacant.

Staff has reviewed a recombination subdivision plat which is required at staff level to approve the combining of those lots. However, the final recombination plat has not been submitted for approval and recording.

The property is located outside the city limits, however, since City utilities are available within 1,000 ft., the owner will be required to submit an annexation petition before the issuance of any construction permits.

**DISCUSSION:** The property is zoned Industrial Business Park-1. As previously stated, the applicant proposes to rezone the subject property to General Business Conditional District in

order to expand an adjacent parking lot for the display and sale of new automobiles.

Comprehensive Plan Recommendation: The City's Land Use Plan recommends industrial development for this property including a mixture of commercial and industrial uses of various types in a single coordinated development.

Engineering: City water and sewer are available to the property. Subject property is not located within a special flood hazard area.

At the public hearing held on December 19, 2017, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on December 19, 2017, recommended approval of the zoning change.

RECOMMENDATION:

By motion, accept the recommendation of the Planning Commission and adopt an Ordinance changing the zoning for the property from Industrial and Business Park-1 to General Business Conditional District to limit the use of the property to a parking lot expansion in conjunction with an existing use for the display and sale of automobiles. Development plans would have to be reviewed and approved separately prior to the issuance of any building permits.

Date: 12/28/16

  
\_\_\_\_\_  
Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

**ORDINANCE NO. 2017 -**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE  
OF THE CITY OF GOLDSBORO, NORTH CAROLINA  
CODE OF ORDINANCES**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, December 19, 2016, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance be amended as herein below set forth;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina:

1. That the Unified Development Ordinance of the City of Goldsboro, North Carolina Code of Ordinances, be and the same is hereby amended by changing:

**From Industrial and Business Park-1 to General Business Conditional District to limit the use of the property to parking lot expansion and the display and sale of automobiles. Site and landscape plans will be reviewed and approved separately.**

**Z-12-16 Classic Goldsboro, LLC – South side of Gateway Drive between Commerce Court and North Oak Forest Road**

The Wayne County Tax Identification No. is 3519-91-5801 (Part). The property has a frontage of 513.9 ft., an average depth of 687.38 ft. and a total area of approximately 4.0 acres.

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

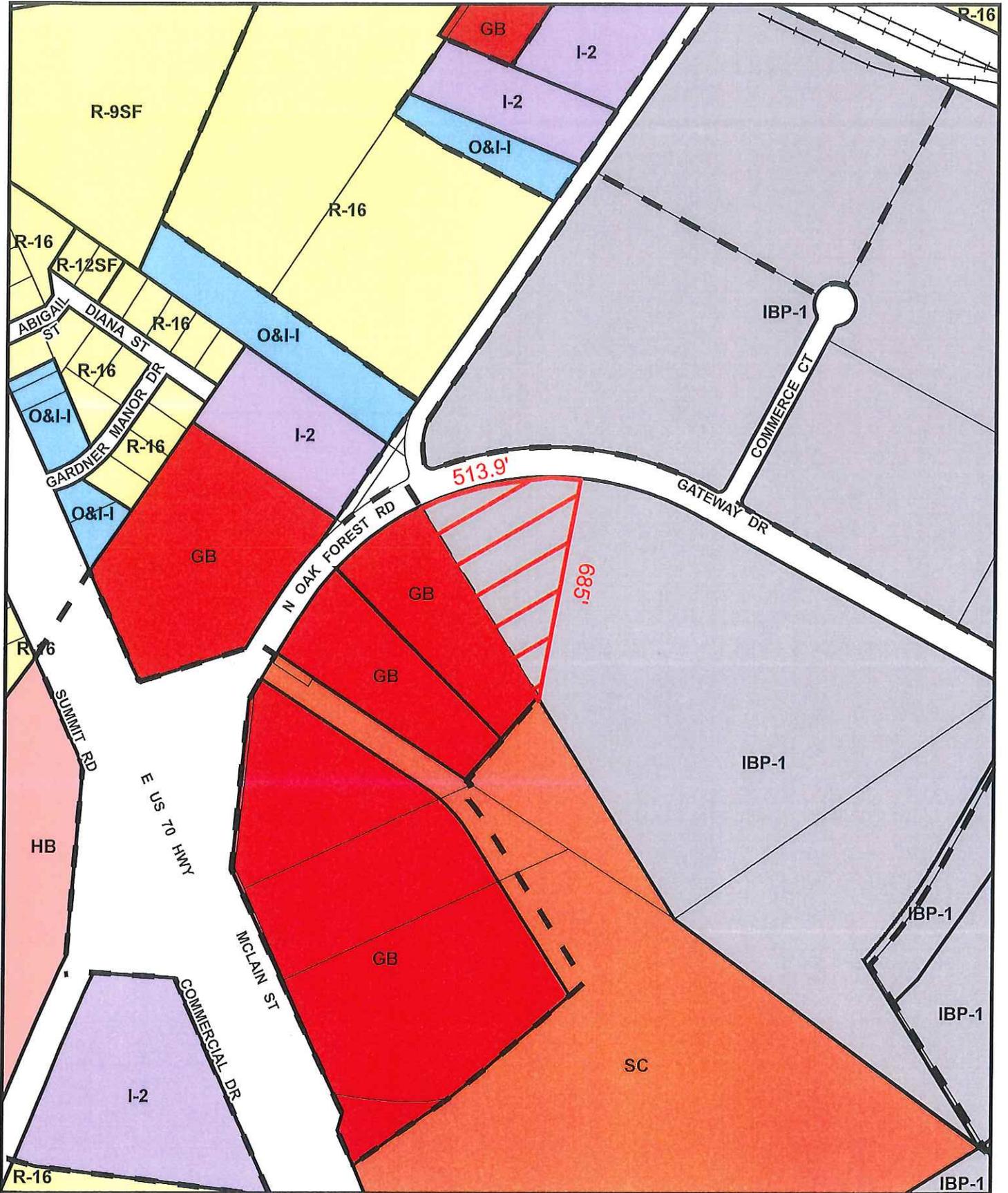
Approved as to Form Only:

Reviewed by:

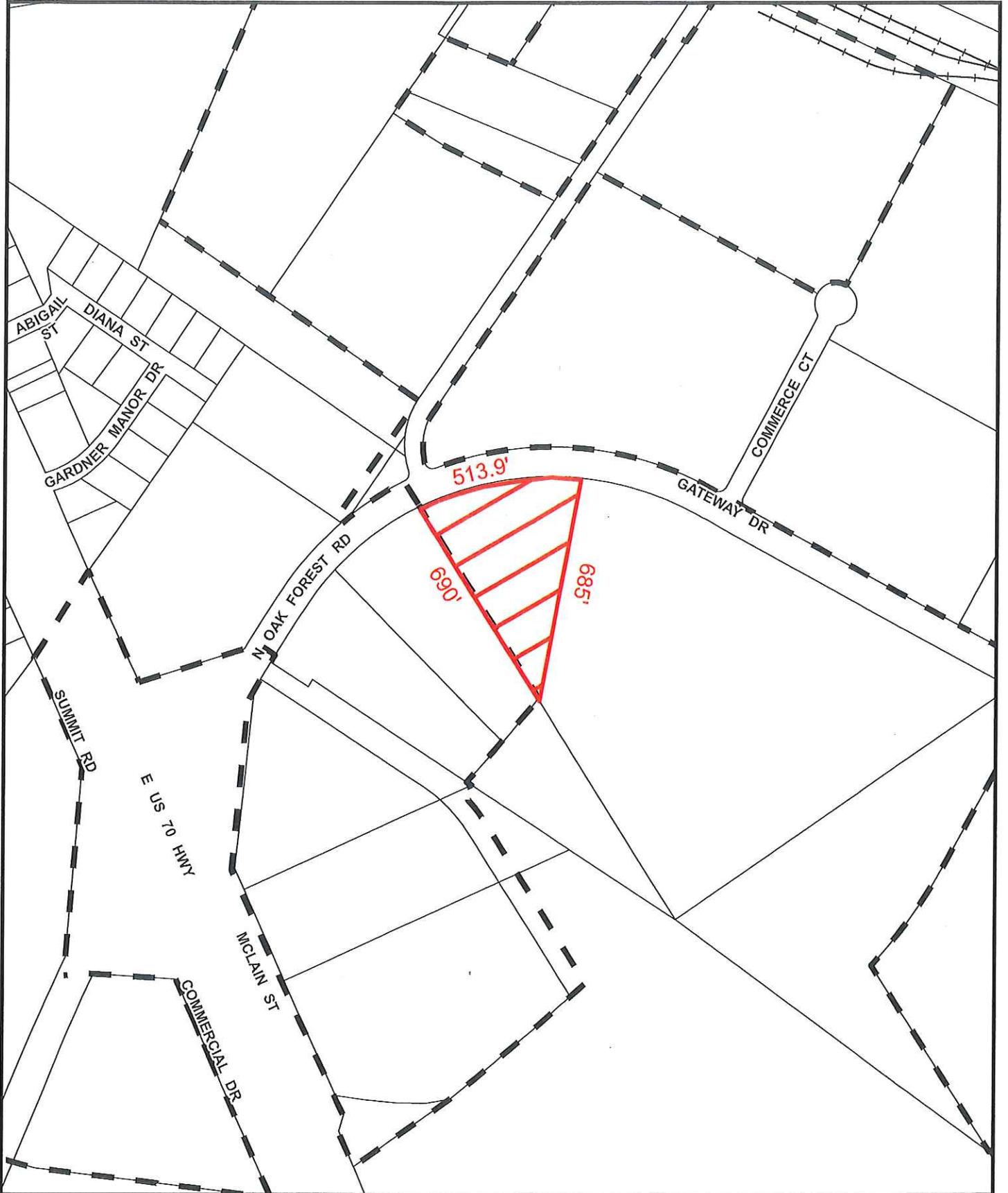
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

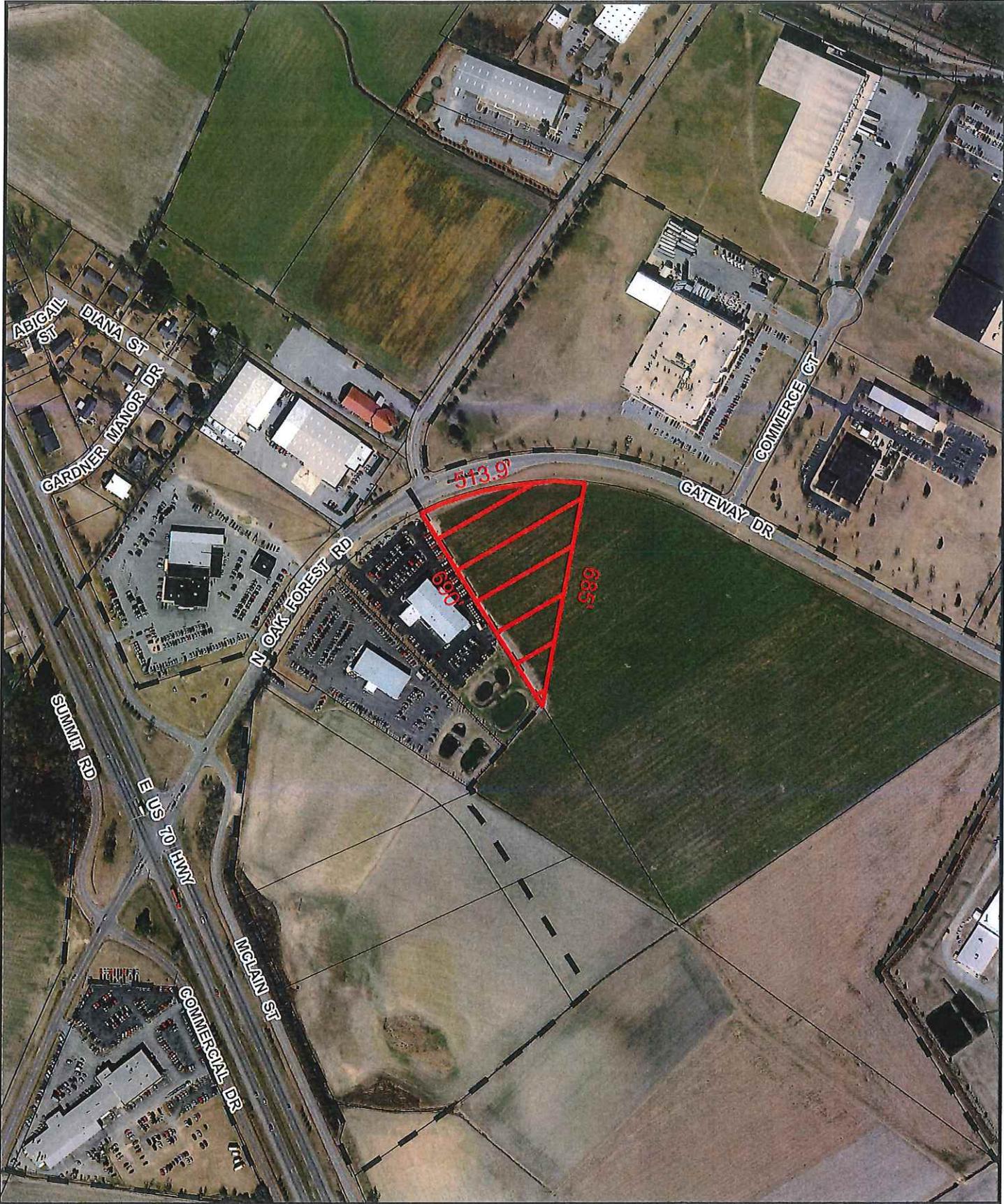
Z - 12 - 16  
Classic Goldsboro  
I&BP - 1 to GB CD



Z - 12 - 16  
Classic Goldsboro  
I&BP - 1 to GB CD



Z - 12 - 16  
Classic Goldsboro  
I&BP - 1 to GB CD



CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:** CU-16-16 Phoenix T, LLC – East side of US 117 South between Arrington Bridge Road and South George Street (Internet Café/Electronic Gaming Facility)

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow the operation of an internet café (electronic gaming operation).

An internet café was previously approved and operated at this location on September 3, 2013. On August 4, 2014, the Council approved an amendment to allow an increase in the number of machines from 20 to 35 based on requiring 1.5 parking spaces per machine which would accommodate the 52 spaces existing on the property.

The applicant closed the business in March, 2016 upon order from the District Attorney’s office, however, they now contend that the software to be utilized is in compliance with State law and wish to operate at the same location and under the previously approved site and floor plans.

Frontage: 454.3 ft.  
Depth: 214 ft. (average)  
Area: 97,220.2 sq. ft., or 2.23 acres  
Zoning: General Business

Hours of Operation: 10:00 a. m. to 2:00 a. m. (7 Days)  
No. of Employees: 2

**DISCUSSION:** The site and landscape plans for this operation were previously approved with the following modifications:

- a. Rear buffer due to grade separation at railroad tracks;
- b. Vehicular surface buffer at front due to existing paving and right-of-way;
- c. Street tree requirement to allow placement elsewhere; and

- d. Distance from vacant residentially zoned property from 200 ft. to 125 ft.

At the public hearing held on December 19, 2016, no one appeared to speak either for or against this request.

The Planning Commission, at their meeting on December 19, 2016, recommended approval of the request with the modifications which were previously approved.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and:

1. Approve the request for an electronic gaming facility; and
2. Approve the submitted development plans with the following modifications:
  - a. Rear buffer due to grade separation at railroad tracks;
  - b. Vehicular surface buffer at front due to existing paving and right-of-way;
  - c. Street tree requirement to allow placement elsewhere; and
  - d. Distance from vacant residentially zoned property from 200 ft. to 125 ft.

Date: 12/28/16

  
\_\_\_\_\_  
Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

CITY OF GOLDSBORO

STATE OF NORTH CAROLINA

ORDER **APPROVING** A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on December 19, 2016 to consider Conditional Use Permit application number:

CU-16-16 Phoenix T, LLC – East side of US 117 South between  
Arrington Bridge Road and South George Street

to allow the operation of an internet café/sweepstakes facility (electronic gaming operation), having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **approval** from the Goldsboro Planning Commission pertaining to said application, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
  - a. Will materially endanger the public health or welfare; or
  - b. Will substantially injure the beneficial use of adjoining or abutting property; or
  - c. Will not be in harmony with existing development and uses within the area in which it is located; or
  - d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.
3. The City of Goldsboro's Unified Development Ordinance provides the following regulations which are specific to the applicant's request for a place of entertainment with no ABC permits.

Chapter 5.5 Supplemental Use Regulations

5.5.4 Special and Conditional Use Specific Regulations

*Internet Café/Sweepstakes Facilities – Electronic Gaming Operations)*

Permitted Districts: General Business, Shopping Center, Highway Business and I-2 General Industry. **(The subject property is zoned General Business.)**

Thus ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Chuck Allen, Mayor

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James D. Womble, City Attorney

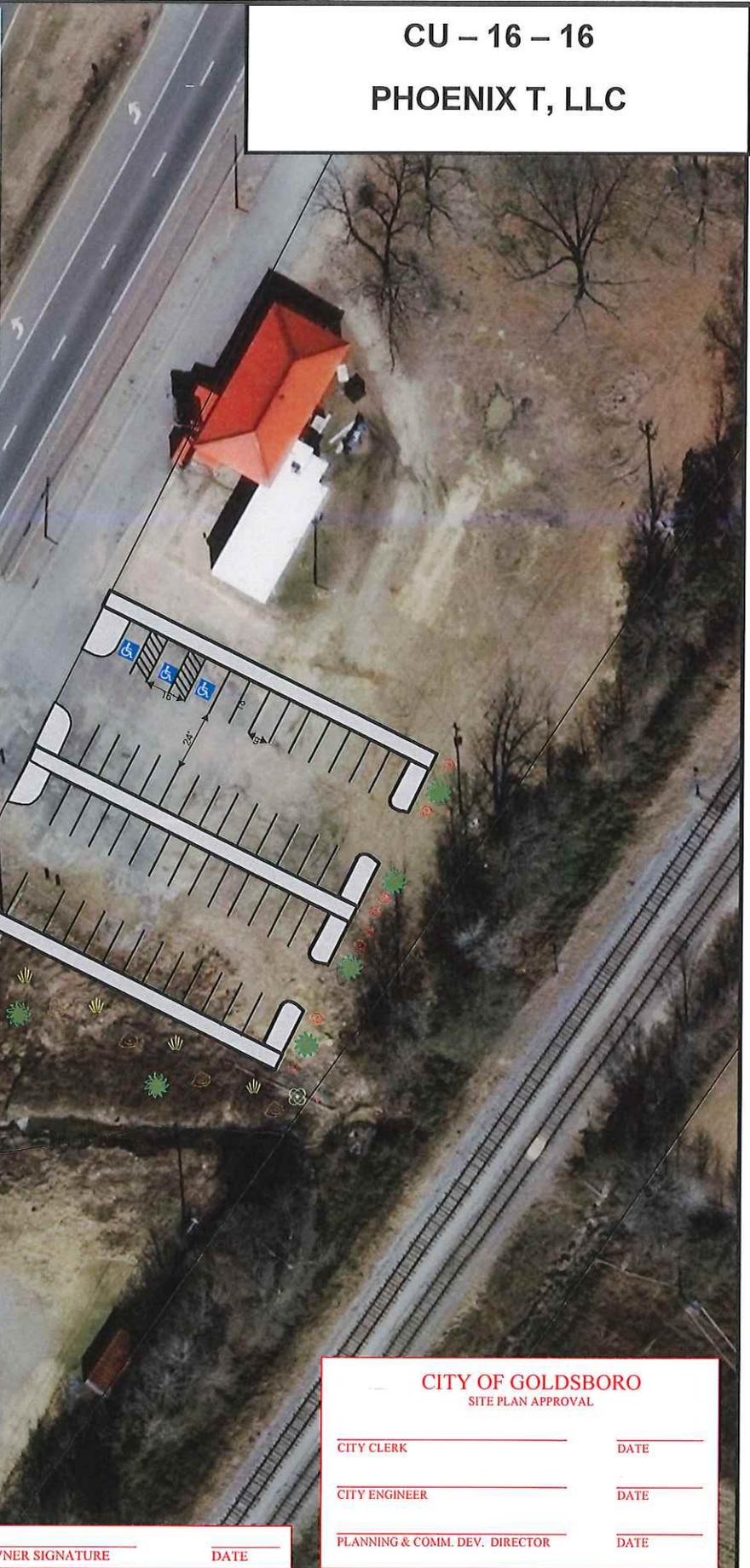
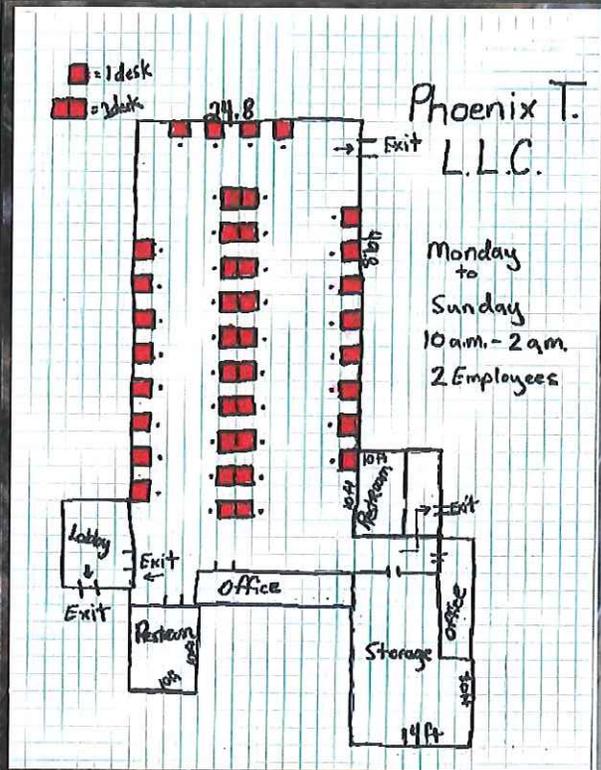
**CU-16-16  
PHOENIX T, LLC  
A PLACE OF ENTERTAINMENT  
INTERNET CAFE**



CU-16-16  
PHOENIX T, LLC  
A PLACE OF ENTERTAINMENT  
INTERNET CAFE



CU - 16 - 16  
 PHOENIX T, LLC



**Modifications:**

Applicant requests a modification from 82 required spaces to the 52 spaces provided as shown on the site plan. Applicant contends that there are more than enough parking spaces provided on the site and that less than half the spaces are currently being occupied.

**LEGEND**

-  14 SMALL LOW GROWING SHRUBS
-  2 SMALL TREES
-  5 SMALL SHRUBS
-  7 LARGE TREES
-  5 LARGE SHRUBS
-  32 PARKING SPACES



**CITY OF GOLDSBORO**  
 SITE PLAN APPROVAL

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING & COMM. DEV. DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:** CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb Street and Harrell Street

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow the operation of a convenience store within the Neighborhood Business zoning district.

Frontage: 146 ft.  
Depth: 225 ft.  
Area: 32,850 sq. ft., or 0.75 acres  
Zoning: Neighborhood Business

The property was formerly operated as Bob's Supermarket but has been vacant for some time.

**DISCUSSION:** The applicant previously operated a convenience store at Brookside Market at the corner of South Slocumb Street and Seymour Street. He intends to relocate his business to the subject property.

The existing building, which was constructed in 1965, contains 9,019 sq. ft. Based on one parking space per 200 sq. ft. of gross floor area in the structure, a total of 45 parking spaces would be required.

The site contains approximately 20 paved parking spaces, none of which would comply with the City's off-street parking design standards relative to backing movements and circulation space. There is additional space at the rear of the property which could be paved and striped. However, the applicant has requested a modification to allow the existing parking on the site to remain. He contends that the majority of his business will be pedestrian-oriented and that relocating and paving would be cost prohibitive. The City would, however, require that the existing spaces be restriped due to fading and, if necessary, that bumper guards be installed.

Curb and gutter does not exist along either Slocumb Street or Harrell Street and access to the parking area is predominantly open along both frontages.

Fifteen (15) ft. wide Class B buffer yards are required along the northern and western property lines. In addition, street trees and interior plantings are required in order to meet UDO landscaping requirements. The applicant is requesting a modification of the buffer, street tree and interior planting requirements.

At the public hearing held on December 19, 2016, the applicant spoke in favor of the request and one person appeared and spoke in opposition.

The Planning Commission, at their meeting on December 19, 2016, recommended denial of the Conditional Use Permit based of the request not meeting the City's UDO requirements as to parking, paving, buffers and landscaping.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and adopt an Order denying the request for a Conditional Use Permit to allow the operation of a convenience store within the Neighborhood Business zoning district.

Date: 12/28/16

  
for Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

CITY OF GOLDSBORO

STATE OF NORTH CAROLINA

ORDER DENYING A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on December 19, 2017 to consider Conditional Use Permit application number:

CU-17-16 Ismail Qandeel – Northwest corner of South Slocumb Street and Harrell Street

to allow the operation of a convenience store within the Neighborhood Business zoning district, having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **denial** from the Goldsboro Planning Commission pertaining to said application, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:
  - a. Will materially endanger the public health or welfare; or
  - b. Will substantially injure the beneficial use of adjoining or abutting property; or
  - c. Will not be in harmony with existing development and uses within the area in which it is located; or
  - d. Will not be in general conformity with the Comprehensive Plan, Thoroughfare Plan or other plan officially adopted by the Council.

**The Goldsboro City Council finds that development of a convenience store within the Neighborhood Business zoning district at this location, if developed according to plans submitted:**

- **may endanger the public health or welfare;**
- **may substantially injure the beneficial use of adjoining or abutting property; and**
- **may not be in harmony with existing development and uses within the area in which it is located.**

**Further, the City's Unified Development Ordinance sets forth regulations as they pertain to parking, paving, buffers and landscaping. If the site is developed according to submitted plans, modifications of those requirements would be necessary as follow:**

- 1. Class B (15 ft. wide) buffer yards along the northern and western property lines;**
- 2. Street tree plantings;**
- 3. Interior landscaping;**
- 4. Off-street parking design standards; and**
- 5. Number of required off-street parking spaces from 45 to 20.**

Based upon the foregoing FINDINGS OF FACT, the City Council makes the CONCLUSION that the proposed use **does not** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Zoning Ordinance.

Upon motion made by Councilmember \_\_\_\_\_ and seconded by Councilmember \_\_\_\_\_, the Council accepted the recommendation of the Planning Commission and denied the applicant's request for a Conditional Use Permit to allow the development of a convenience store within the Neighborhood Business zoning district.

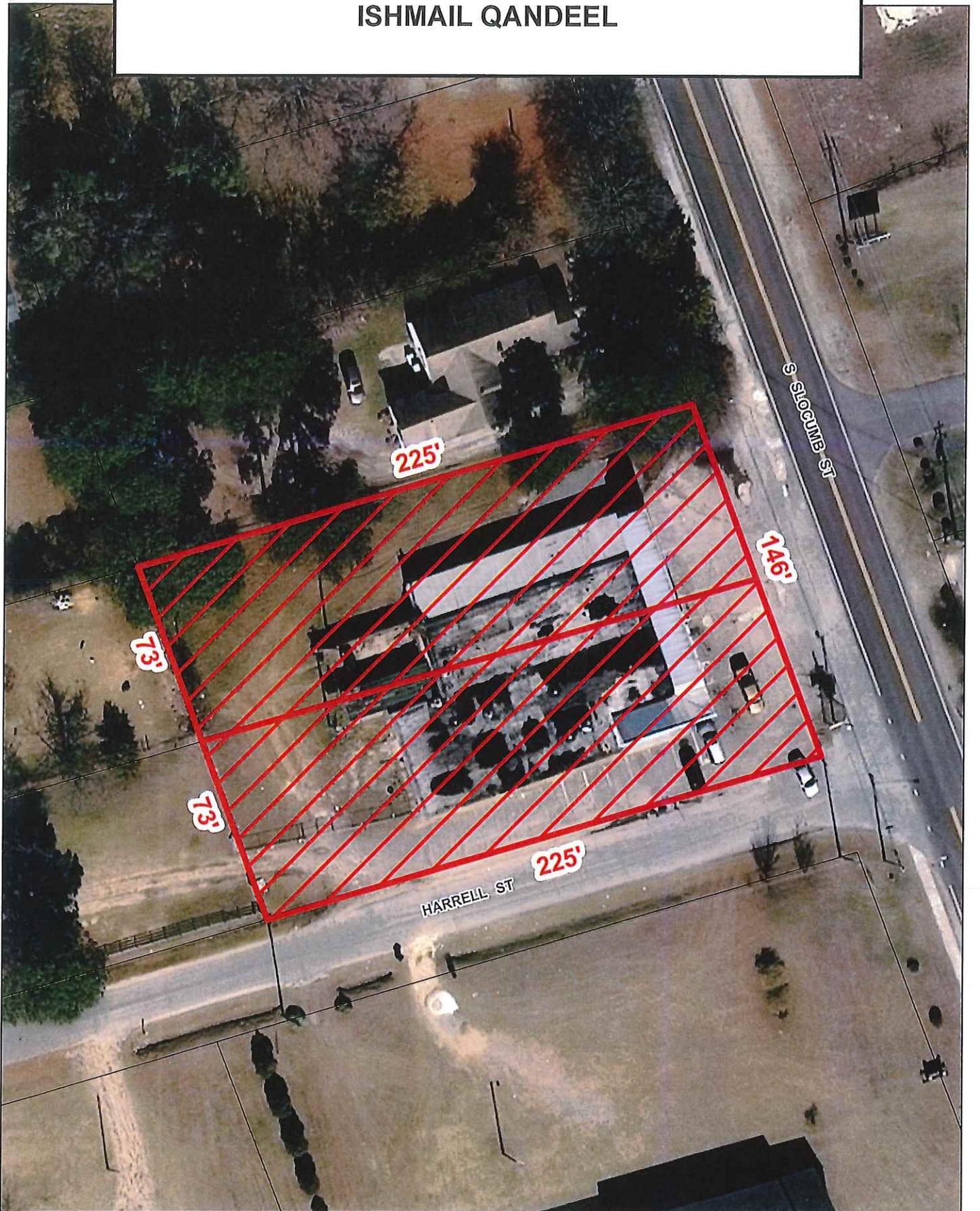
Therefore, because the City Council concludes that the general conditions precedent to the issuance of a **CONDITIONAL USE PERMIT HAVE NOT BEEN** satisfied, **IT IS ORDERED** that the application for the issuance of a **CONDITIONAL USE PERMIT** to allow the development of a convenience store within the Neighborhood Business zoning district be **DENIED**.

Thus ordered this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Chuck Allen, Mayor

\_\_\_\_\_  
James D. Womble, City Attorney

CU-17-16  
ISHMAIL QANDEEL



CU-17-16  
ISHMAIL QANDEEL



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 3, 2017 COUNCIL MEETING

SUBJECT: Site and Landscape Plans – Group W Management

The property is located on the east side of North William Street between Raynor Street and Brogden Street.

Applicant proposes to renovate an existing commercial building and lot for the operation of a retail auto parts and supply store.

Frontage: 135 ft.  
Depth: 207.72 ft. (average)  
Area: 28,042 or .64 acres  
Zoning: General Business

BACKGROUND: The site was formerly known as Alexis Transportation Services of Goldsboro. The building and lot have been unoccupied for some time and the applicant proposes upgrading the site to meet most of the City's requirements.

DISCUSSION: As previously stated, the applicant proposes to operate a retail auto parts and supply store. The submitted site plan indicates a two-story, 7,887 sq. ft. masonry block building. Of that total, 1,640 sq. ft. is proposed for office and retail use and 4,885 sq. ft. is proposed for warehouse storage.

Hours of Operation: 8:00 a.m. to 6:00 p.m.  
(Monday-Saturday)  
1:00 p.m. to 6:00 p.m.  
(Sunday)

No. of Employees: 3-4

Access: Two 30 ft. wide curb cuts provide access to the site along North William Street.

Parking: Based on one parking space per 250 sq. ft. of gross floor area, a total of 7 parking spaces are required for the retail use of the building. In addition, warehouse storage requires one space per two employees on maximum shift

plus one additional space per vehicle stored on-site. A total of 12 parking spaces, including one handicap accessible space, are required for the entire site.

Currently, there are 5 existing parking spaces located at the front of the business. These spaces are considered non-conforming since they do not meet current UDO requirements. The applicant proposes to use these existing parking spaces and has shown them on the submitted site plan.

A 4,900 sq. ft. graveled area on the southern side of the building is shown as available for more than the additional seven spaces required. Staff contends that this additional parking area should be paved in order to provide standard parking for the site, however, the applicant has requested a modification of the paving requirement.

Off-Street Loading: An off-street loading space is required. Applicant proposes to locate a minimum 15 ft. wide by 30 ft. long loading space within the southern side yard of the business and screened from public view.

Sidewalks: Sidewalks are required along the North William Street frontage for approximately 80 lin. ft. If the applicant chooses not to install sidewalks, a fee in lieu of will be required in the amount of \$1,200.00.

Refuse Collection: Applicant proposes to utilize private garbage carts as waste collection receptacles. If a commercial dumpster is utilized in the future, it must be installed and screened in accordance with the City's UDO.

Landscaping: A 10 ft. wide, 45 ft. long grass median exists between the two 30 ft. wide curb cuts along North William Street. Applicant proposes the installation of low-growing shrubs in lieu of street trees within this median to prevent sight obstructions when entering and exiting the property. A street tree will be required within the street yard along the southwest corner of the lot facing North William Street.

A 5 ft. wide, Type A landscape buffer is required between adjacent properties to the north, south and east of the proposed development. In lieu of a vegetated buffer, the applicant proposes the installation of a 6 ft. high, double-gated chain-link fence along the eastern and southern

property line. Vinyl slats will be installed for screening purposes.

Due to existing site conditions, applicant is requesting a modification of the 5 ft. wide, Type A buffer yard along the northern property line.

Foundation plantings are proposed around the front of the building facing North William Street.

Modifications: The applicant has requested the following modifications.

1. Modification to use 5 existing non-conforming parking spaces located at the front of the business.
2. Modification of paved parking requirement for additional parking spaces in the side yard of the development.
3. Modification of a 5 ft. wide, Type A buffer yard along the northern property line.

The Planning Commission, at their meeting held on December 19, 2016, recommended approval of the site and landscape plans with only the requested buffer modification. They felt that the developer should provide paved parking for the site which meets City requirements.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and approve the site and landscape plans with a modification of the 5 ft. wide buffer along the northern property line. The developer will be required to pave and install required parking which meets City requirements.

Date: 12/28/16

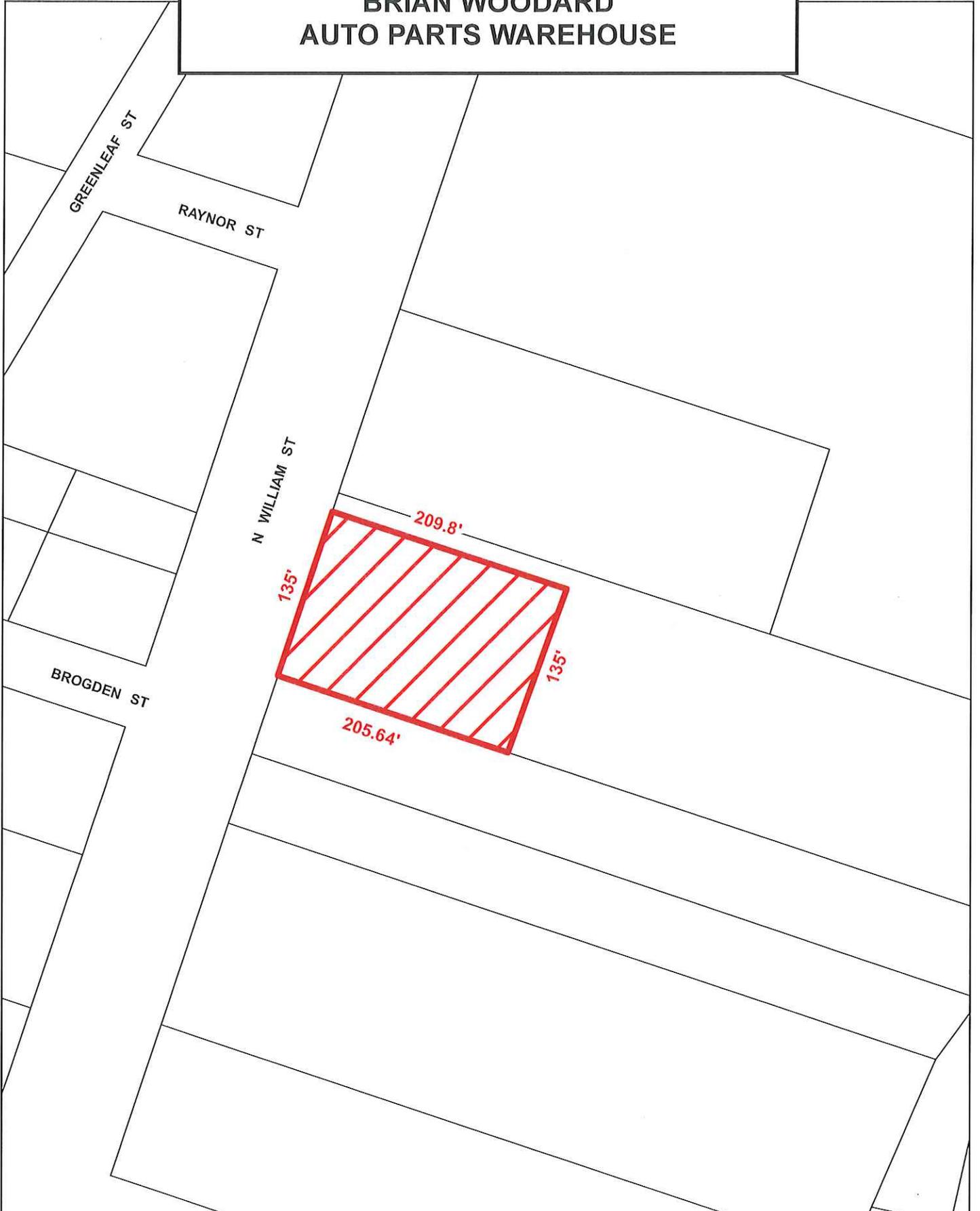
  
for Planning Director

Date: \_\_\_\_\_

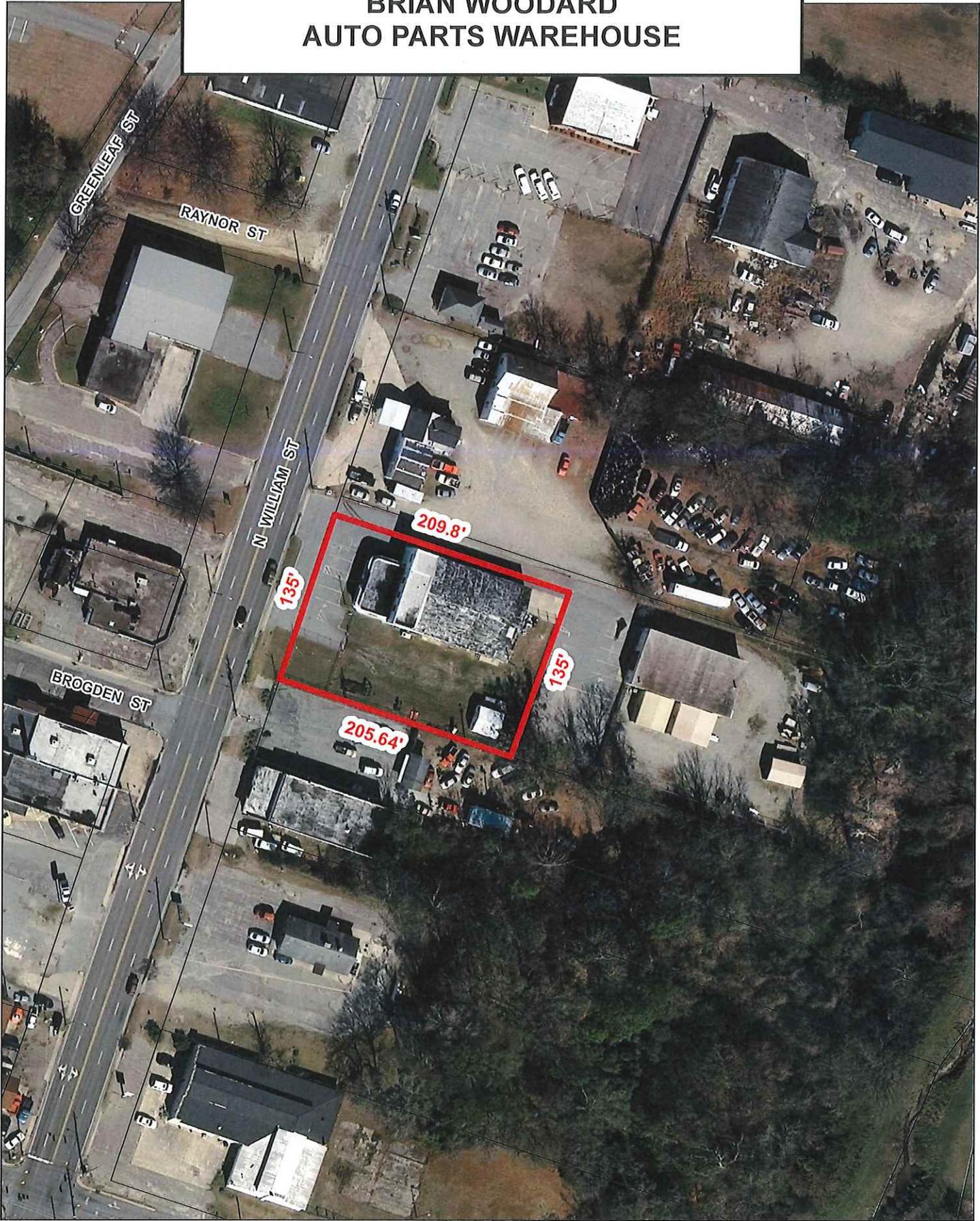
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City Manager

ssj

**SITE PLAN  
BRIAN WOODARD  
AUTO PARTS WAREHOUSE**



**SITE PLAN  
BRIAN WOODARD  
AUTO PARTS WAREHOUSE**





CITY OF GOLDSBORO

AGENDA MEMORANDUM

JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:**                   **Setting Public Hearing**  
Contiguous Annexation Request – Ample Storage  
Phase II – South side of Tenth Place (3.38 Acres)

**BACKGROUND:**           The City Council, at their meeting on November 19, 2016, requested that the City Clerk examine the subject annexation petition for sufficiency. The City Clerk has completed the examination and has determined that the petition is sufficient. Sufficiency indicates that property is described accurately within 1:10,000 feet and that all property owners have signed the petition.

**DISCUSSION:**           Pursuant to G. S. 160A-33, the Council shall fix a date for public hearing on the annexation if the petition is considered sufficient by the City Clerk.

The attached Notice of Public Hearing would schedule January 17, 2017 as the date for the public hearing. A report prepared by the Department of Planning and Community Development, in conjunction with other City departments, will be submitted to the Council on that date.

**RECOMMENDATION:**    By motion, schedule a public hearing for the proposed annexation of the Ample Storage Phase II property for January 17, 2017.

Date: 12/28/16

*for [Signature]*  
Planning Director

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

ssj

NOTICE OF PUBLIC HEARING  
IN REGARDS TO THE ANNEXATION OF REAL CONTIGUOUS PROPERTY TO  
THE CITY OF GOLDSBORO, NORTH CAROLINA

Notice is hereby given that, in compliance with Section 160A-33 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Tuesday, January 17, 2017, at 7:00 p. m.** relative to the annexation of the real contiguous property hereinafter described to the City of Goldsboro.

At this public hearing all persons owning property in the area proposed to be annexed who allege error in the Petition for Annexation filed in this matter, as well as residents of the City of Goldsboro who question the necessity for annexation, will be given an opportunity to be heard along with the proponents of such annexation. The description of the area proposed to be annexed is as follows:

Ample Storage Phase II

Commencing at an existing 3/4" iron pipe in the southwestern right of way line of Tenth Place, having coordinates (x=2305728.195 feet y=602313.504 feet, North Carolina Coordinate System, North American Datum of 1983, 2011 adjustment) and running thence N56°41'51"W 21.16 feet to an existing 1/2" iron pipe in the southwestern right of way of Tenth Place; thence along said right of way N 75°07'18" W 3.10 feet to an existing 3/4" iron pipe in said right of way, the **Point of Beginning**; thence from said beginning point along said right of way and along a curve to the right having a chord of N 08°37'36" E 99.12 feet and a radius of 50' to an existing 1/2" iron pipe; thence continuing along the northeastern right of way of Tenth Place along a curve to the right having a chord of S 41°41'26" E 73.22 feet and a radius of 50 feet to an existing 1/2" iron rod; thence continuing along said right of way along a curve to the left having a chord of S 15°23'36" E 21.17 feet and a radius of 30 feet to an existing 1/2" iron rod in said right of way; thence continuing along said right of way S 35°55'22" E 429.44 feet to a new iron pipe in the northeastern right of way of Tenth Place; thence S 53°59'38" W 59.94 feet to a new iron pipe in the southwestern right of way line of Tenth Place; thence along a new line S 53°59'38" W 250.67 feet to a new iron pipe in the northeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 36°00'22"W 451.59 feet to an existing 3/4" iron pipe in the southeastern line of Ample Storage Goldsboro, LLC as recorded in deed book 2735 page 646 of the Wayne County Registry; thence along said line N 53°59'53"E 241.80 feet to the point of beginning containing 3.38+- acres, more or less according to a survey by McDavid Associates, Inc. titled "Annexation Survey For Ample Storage Goldsboro, LLC" dated September 26, 2016.

All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require a sign language interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.

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Melissa C. Corser, City Clerk

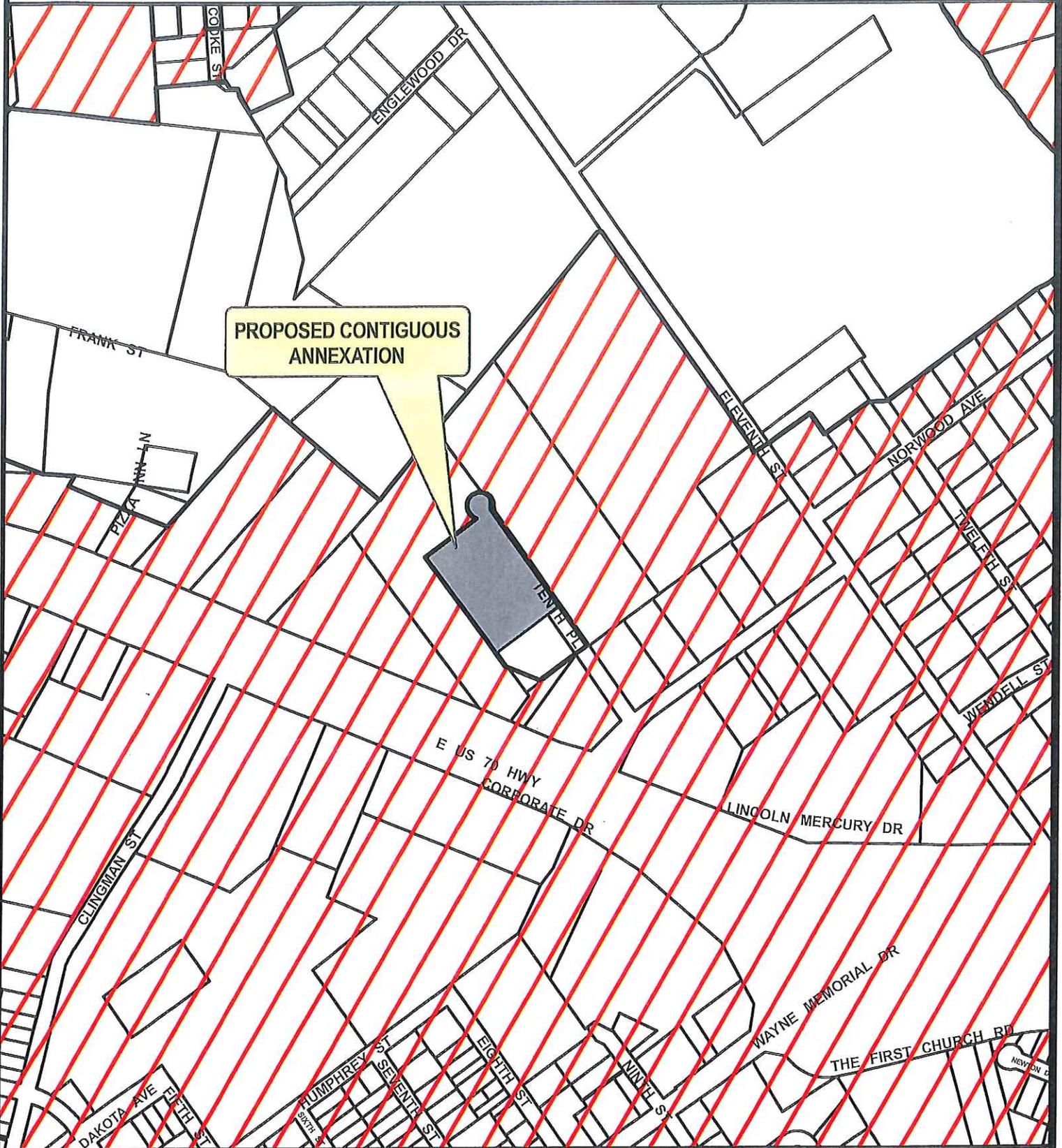
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James D. Womble, City Attorney

PUBLISH: January 5, 2017



# CONTIGUOUS ANNEXATION AMPLE STORAGE

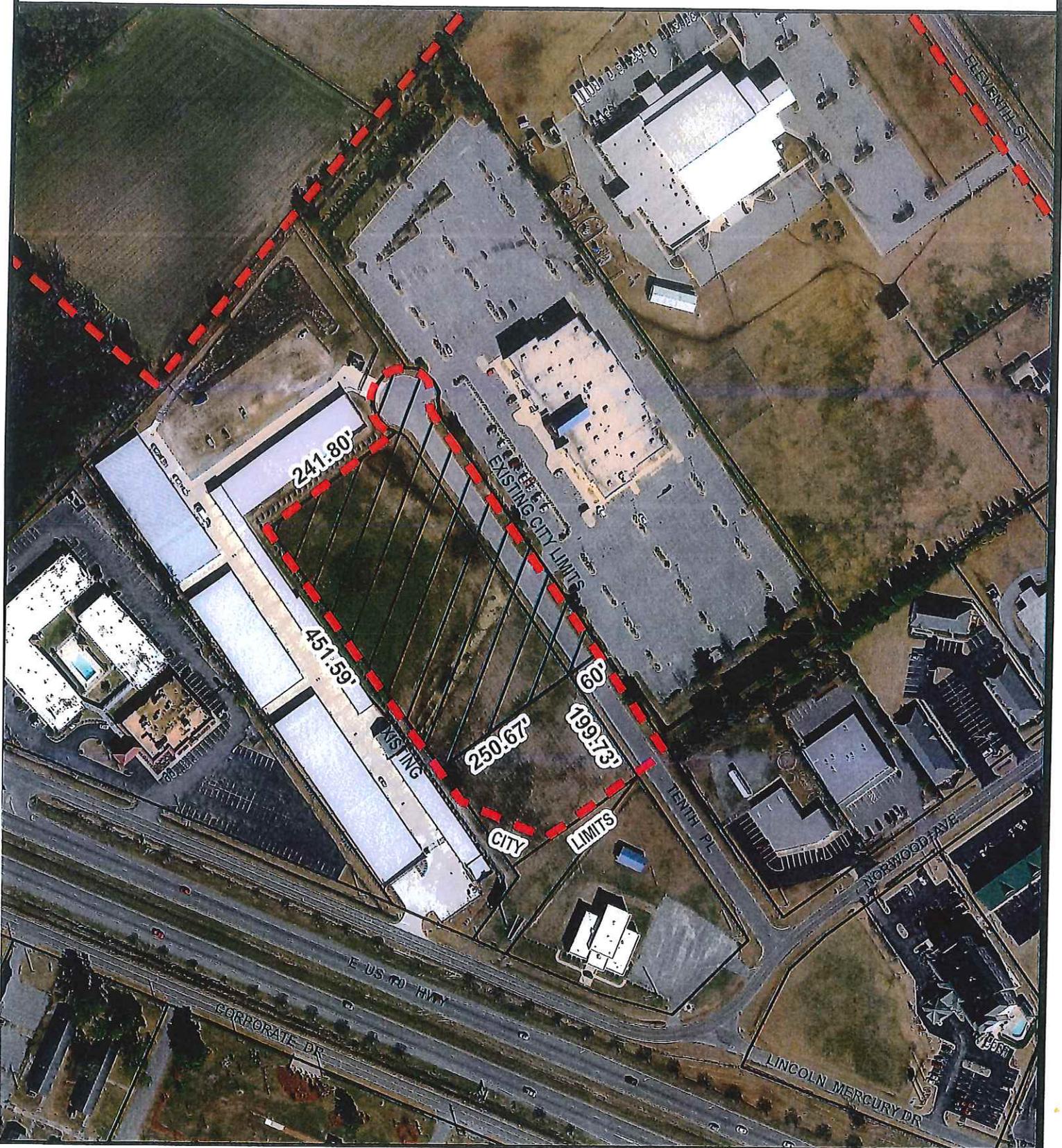


PROPOSED CONTIGUOUS  
ANNEXATION





# CONTIGUOUS ANNEXATION AMPLE STORAGE



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 3, 2017 COUNCIL MEETING

SUBJECT: Informal Bid Request #2016-008 – Damaged Tree and Stump Removal

BACKGROUND: On December 2, 2016, the City of Goldsboro advertised for a contractor to provide removal for damaged and/or fallen trees and tree stump removal with the City limits of Goldsboro.

DISCUSSION: On December 15, 2016, the bids were opened with 3 responsive bidders for the damaged tree and stump removal. The bids were reviewed by the Public Works Department, checked for accuracy and dependability and found to be in order. Bell’s Tree Service was the low bidder. Bid tabulation is attached for information.

RECOMMENDATION: It is recommended that Council, by motion accept the low bid from Bell’s Tree Service and adopt the attached resolution authorizing the City Manager and City Clerk to sign the contract.

Date: \_\_\_\_\_  
Kaye Scott, Finance Director

Date: \_\_\_\_\_  
Scott Stevens, City Manager

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A  
DAMAGED TREE AND STUMP REMOVAL CONTRACT

WHEREAS, on December 15, 2016, the City of Goldsboro accepted damaged tree and stump removal bids; and

WHEREAS, this contract includes removal of damaged trees and stumps throughout the City limits; and

WHEREAS, Bell's Tree Service was the low bidder for the removal of the stumps and tree removal; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. The City Manager and City Clerk are hereby authorized to sign a contract with Bell's Tree Service for the damaged tree and stump removal.
2. This Resolution shall be in full force and effect from and after this the \_\_\_\_ day of \_\_\_\_\_ 2017.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager

## CITY OF GOLDSBORO

IFB2016-008

Damaged Tree and Stump Removal  
Related to Hurricane Matthew in the City of Goldsboro



Field Name and Description	Unit	Bell's Tree Service 403 Bell Road Pantego, NC 27860	Custom Tree Care Inc. 3722 SW Spring Creek Ln. Topeka, KS 66610-1221	T.F. R Enterprises, Inc. 601 Leander Drive Leander, TX 78641
Hazardous Trees 6" – 12.99" <i>Hazardous tree removal for a 6 – 12.99" inch trunk diameter</i>	TREE	100.00	135.00	335.00
Hazardous Trees 13" – 24.99" <i>Hazardous tree removal for a 13 – 24.99 inch trunk diameter</i>	TREE	150.00	385.00	790.00
Hazardous Trees 25" – 36.99" <i>Hazardous tree removal for a 25 - 36.99 inch trunk diameter</i>	TREE	600.00	750.00	790.00
Hazardous Trees 37" – 48.99" <i>Hazardous tree removal for a 37 – 48.99 inch trunk diameter</i>	TREE	750.00	1,250.00	975.00
Hazardous Trees 49"+ <i>Hazardous tree removal for a 49+ inch trunk diameter</i>	TREE	825.00	1,500.00	975.00
Trees with Hazardous Limbs 2" in diameter or greater <i>Hazardous hanging limb removal</i>	TREE	100.00	78.00	85.00
Hazardous Stumps <24" in diameter <i>Removal priced by the cubic yard based on the FEMA Stump Conversion Table attached</i>	CY	25.00	8.95	13.75
Hazardous Stumps >24" – 36.99" <i>Hazardous stump removal for a 24 – 36.99 inch stump diameter</i>	STUMP	350.00	275.00	200.00
Hazardous Stumps >37" – 48.99" <i>Hazardous stump removal for a 37 – 48.99 inch stump diameter</i>	STUMP	350.00	375.00	300.00
Hazardous Stumps >49"+ <i>Hazardous stump removal for a 49+ inch stump diameter</i>	STUMP	450.00	475.00	500.00
Hazardous Stumps < 24" <i>Grinding stumps &lt; 24" in diameter</i>	STUMP	75.00	100.00	100.00
Hazardous Stumps >24" – 36.99" <i>Grinding stumps 24 – 36.99 inch in diameter</i>	STUMP	150.00	200.00	200.00
Hazardous Stumps >37" – 48.99" <i>Grinding stumps 37 – 48.99 inch in diameter stump diameter</i>	STUMP	250.00	275.00	300.00
Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	CY	50.00/yd	16.00	22.50

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
January 3, 2017 COUNCIL MEETING

SUBJECT: STATE CONTROLLED SUBSTANCE TAX REMITTANCE

BACKGROUND: The State of North Carolina administers a program whereby taxes are levied on unlicensed individuals involved in the sale of controlled substances. Localities involved in the arrest of such individuals and the seizure of their controlled substances are given a share of such taxes collected.

DISCUSSION: The State has forwarded the City of Goldsboro a "Controlled Substance Tax Remittance" check for \$95.07. These funds can be used for the purchase of controlled substances, payments to informants, the purchase of equipment or for provision of training for sworn officers. All monies must be used for new activities and cannot replace previously appropriated funds.

RECOMMENDATION: It is recommended that the attached ordinance be adopted increasing the expense account of the Goldsboro Police Department by \$95.07 for the purpose of expanding the Goldsboro Police Department's drug related budget.

DATE: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL D. WEST  
CHIEF OF POLICE

DATE: \_\_\_\_\_

\_\_\_\_\_  
SCOTT A. STEVENS  
CITY MANAGER

ORDINANCE NO. 2017-\_\_\_\_\_

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR  
THE CITY OF GOLDSBORO FOR 2016-17 FISCAL YEAR

WHEREAS, the State of North Carolina administers a program whereby taxes are levied on those unlicensed individuals involved in the sale of controlled substances; and

WHEREAS, the City of Goldsboro Police Department has made several arrests of such individuals; and

WHEREAS, the City of Goldsboro Police Department will receive \$95.07 from such taxes; and

WHEREAS, the City of Goldsboro will use these additional funds for drug related operations.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina that:

1. The Budget Ordinance for the 2016-17 Fiscal Year be and is hereby amended by:
  - a. Increasing the revenue line item in the General Fund entitled "N. C. Controlled Substance Tax Refund" (11-0003-8149) in the amount of \$95.07.
  - b. Increasing the expense line item entitled "Drug Forfeiture-State (11-6121-3984) in the Police Department Budget of the General Fund in the amount of \$95.07 ordinance shall be in full force and effect from and after the \_\_\_\_ day of \_\_\_\_\_, 2017.

Approved to Form only:

Reviewed by:

\_\_\_\_\_  
CITY ATTORNEY

\_\_\_\_\_  
CITY MANAGER

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:** Lease agreement for New Golf Carts at Goldsboro Municipal Golf Course

**BACKGROUND:** The City of Goldsboro entered into a lease agreement with Yamaha for 58 gas powered golf carts in August 2013. The term of this lease was for 60 months at an interest factor of 4.6%.

**DISCUSSION:** The Goldsboro Municipal Golf Course wishes to update these 58 golf carts. If we update the current lease agreement, GMGC would receive 58 new golf carts. Quotes were requested with the following responses:

- |                         |                        |
|-------------------------|------------------------|
| 1. Yamaha               | \$48.95/month per cart |
| 2. Time Transportation  | \$74.50/month per cart |
| 3. Sutcliffe Golf Carts | \$77.75/month per cart |

The low quote from Yamaha would be extended for 60 months at an interest rate of 4.6%. Funds for the lease were budgeted in the current FY 2016-17 budget.

**RECOMMENDATION:** It is recommended that the City extend its lease agreement with Yamaha and adopt the attached resolution authorizing the City Manager, Finance Director and City Clerk to enter into an agreement with Yamaha Motor Corporation for the lease of 58 new golf carts.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kaye Scott, Finance Director

Date: \_\_\_\_\_

\_\_\_\_\_  
Scott Stevens, City Manager

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE CITY MANAGER, FINANCE DIRECTOR  
AND CITY CLERK TO EXECUTE A LEASE AGREEMENT FOR GOLF CARTS

WHEREAS, the City of Goldsboro currently has a golf cart lease agreement with Yamaha Motor Corporation; and

WHEREAS, the Goldsboro Municipal Golf Course has the opportunity to extend its lease agreement for 58 new golf carts; and

WHEREAS, the low quote from Yamaha would be extended for 60 months at an interest rate of 4.60%; and

WHEREAS, the funds are available in the current fiscal year's 2016-17 budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. The City Manager, Finance Director and City Clerk be and are hereby authorized to execute this lease agreement with "Yamaha Motor Corporation" for 60 months.
2. This Resolution shall be in full force and affect from and after this the \_\_\_\_ day of \_\_\_\_\_, 2017.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Manager



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

November 23, 2016

CITY OF GOLDSBORO  
PO DRAWER A  
GOLDSBORO, NC 27533

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 58 DR2A  
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement  
Equipment Schedule #116064  
Request for Insurance  
Certificate of Acceptance  
Resale Certificate  
Invoice For First Payment  
ACH Form Optional  
Account Update Form  
Muni Amortization  
Muni P.O.

Please have these documents signed by an Authorized City Official and return them to me in the enclosed prepaid overnight return envelope.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation



**YAMAHA**

**Commercial Finance**

**MUNICIPAL MASTER LEASE AGREEMENT**



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated November 22, 2016, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **CITY OF GOLDSBORO** having its principal office at P.O. DRAWER A, GOLDSBORO, NC 27533 ("Lessee").

Lessor and Lessee hereby agree as follows:

1. **Lease of Equipment.** Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "**Equipment**"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. **Term.** The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. **Rent.** Lessee shall pay Lessor rent for the Equipment ("**Rent**") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("**RFP**")), together with an interest factor at the rate specified in the applicable Equipment Schedule. Whenever any payment hereunder is not made when due, Lessee shall pay interest on such amount from the due date thereof to the date of such payment at the lower of Lessor's then prevailing rate for late payments specified in Lessor's invoice to Lessee for such payment or the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.
4. **Selection, Delivery, and Acceptance.** Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "**Dealer**"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. **Location, and Inspection.** Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. **Care, Use, and Maintenance.** Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. **Insurance.** Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment.
8. **Storage.** Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. **Title.** Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.

10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities (including, without limitation, attorneys' fees and disbursements) arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) Terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, including reasonable attorneys' fees, which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation, attorneys' fees), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof; and (e) interest paid on indebtedness of Lessee held by Lessor would be excluded from Lessor's income for U.S. federal income tax purposes.

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee will immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. Binding Effect; Successors and Assigns. This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. Notices. Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. Governing Law. This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. Severability. In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. Signed Counterparts. The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. Article 2A. To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. Statute of Limitations. Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. Entire Agreement. This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

CITY OF GOLDSBORO

as Lessee

YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor

\* By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Kim Ruiz

Title: \_\_\_\_\_

Title: President

EXHIBIT A

EQUIPMENT SCHEDULE # 116064

Dated 11/22/2016

- 1. This Schedule covers the following property ("Equipment")
58 DR2A GOLF CARS
2. Location of Equipment:
GOLDSBORO MUNICIPAL GOLF COURSE
407 EDEN PLACE
GOLDSBORO, NC 27530
3. The Lease term for the Equipment described herein shall commence on January 01, 2017 and shall consist of 60 months from the first day of the month following said date.
4. Rental payments on the Equipment shall be in the following amounts, payable on the following schedule:
60 MONTHLY PAYMENTS IN THE AMOUNT OF \$2,839.10 (APPLICABLE TAXES TO BE BILLED).

STARTING JANUARY 2017 AND ENDING DECEMBER 2021. DUE THE 1ST DAY OF THE MONTH AS FOLLOWS:

Table with 5 columns showing monthly payments from Jan-17 to Dec-21, all at \$2,839.10.

5. Interest Factor: 4.60 %

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay any assessed property taxes due on the equipment leased pursuant to Section 12 of the Master Lease Agreement dated 11/22/2016 between the parties(the"Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

This agreement includes 1 free-use loaner car.

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

LESSEE: CITY OF GOLDSBORO

LESSOR: YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By: Signature

By: Kim Ruiz

Name: Type or Print

Name: President

Title:

Title: President



City of Goldsboro

Initialed By: \_\_\_\_\_\*

AMORTIZATION SCHEDULE FOR MUNICIPALITY  
MUNICIPAL LEASE AGREEMENT  
LESSEE: City of Goldsboro  
EQUIPMENT SCHEDULE # 116064

Yield: 4.600%

Mon #	Due Date	Payment	Interest
1	01/01/17	2,839.10	884.74
2	02/01/17	2,839.10	877.43
3	03/01/17	2,839.10	870.09
4	04/01/17	2,839.10	862.73
5	05/01/17	2,839.10	855.34
6	06/01/17	2,839.10	847.93
7	07/01/17	2,839.10	840.48
8	08/01/17	2,839.10	833.01
9	09/01/17	2,839.10	825.51
10	10/01/17	2,839.10	817.98
11	11/01/17	2,839.10	810.42
12	12/01/17	2,839.10	802.84
13	01/01/18	2,839.10	795.23
14	02/01/18	2,839.10	787.59
15	03/01/18	2,839.10	779.91
16	04/01/18	2,839.10	772.22
17	05/01/18	2,839.10	764.49
18	06/01/18	2,839.10	756.73
19	07/01/18	2,839.10	748.95
20	08/01/18	2,839.10	741.13
21	09/01/18	2,839.10	733.29
22	10/01/18	2,839.10	725.41
23	11/01/18	2,839.10	717.51
24	12/01/18	2,839.10	709.58
25	01/01/19	2,839.10	701.62
26	02/01/19	2,839.10	693.63
27	03/01/19	2,839.10	685.61
28	04/01/19	2,839.10	677.55
29	05/01/19	2,839.10	669.47
30	06/01/19	2,839.10	661.36
31	07/01/19	2,839.10	653.22
32	08/01/19	2,839.10	645.05
33	09/01/19	2,839.10	636.84
34	10/01/19	2,839.10	628.61
35	11/01/19	2,839.10	620.34
36	12/01/19	2,839.10	612.05
37	01/01/20	2,839.10	603.72
38	02/01/20	2,839.10	595.37
39	03/01/20	2,839.10	586.98
40	04/01/20	2,839.10	578.56
41	05/01/20	2,839.10	570.10
42	06/01/20	2,839.10	561.62
43	07/01/20	2,839.10	553.11
44	08/01/20	2,839.10	544.56
45	09/01/20	2,839.10	535.98
46	10/01/20	2,839.10	527.37
47	11/01/20	2,839.10	518.73
48	12/01/20	2,839.10	510.05
49	01/01/21	2,839.10	501.34
50	02/01/21	2,839.10	492.60
51	03/01/21	2,839.10	483.83
52	04/01/21	2,839.10	475.02
53	05/01/21	2,839.10	466.19
54	06/01/21	2,839.10	457.31
55	07/01/21	2,839.10	448.41
56	08/01/21	2,839.10	439.47
57	09/01/21	2,839.10	430.50
58	10/01/21	2,839.10	421.49
59	11/01/21	2,839.10	412.45
60	12/01/21	2,839.10	403.38
<b>Totals:</b>		<b>170,346.00</b>	<b>39,164.04</b>

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

6555 Katella Avenue, Cypress, CA  
90630

E-MAIL: Donna\_Hennessy@yamaha-motor.co

\* NAME OF INSURANCE AGENT: \_\_\_\_\_

November 23, 2016

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Please Reference our Quote#* 116064

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

RE: GOLDSBORO MUNICIPAL GOLF COURSE

(Customer) Account # \_\_\_\_\_ \*

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

## YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated

Equipment Covered:

58 DR2A GOLF CARS

This agreement includes 1 free-use loaner car. ✓

Equipment Location:

407 EDEN PLACE

GOLDSBORO, NC 27530

Very Truly Yours,

\* \_\_\_\_\_

CITY OF GOLDSBORO

(Customer)

By: \_\_\_\_\_

(Signature of Authorized Officer)

Title: \_\_\_\_\_

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 116064  
dated November 22, 2016 to the Master Lease Agreement dated  
November 22, 2016 between Yamaha Motor Finance Corporation, U.S.A.  
(the "Lessor") and CITY OF GOLDSBORO  
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the  
above

Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
58 DR2A GOLF CARS		See Attachment	NEW	GOLDSBORO MUNICIPAL GOLF COURSE 407 EDEN PLACE GOLDSBORO, NC 27530

#### ADDITIONAL CONDITIONS/SPECIAL TERMS:

This agreement includes ~~1 free-use loaner car~~  
0

Please return this certificate as your acknowledgment of the above Commencement Date and  
acceptability of the Equipment.

CITY OF GOLDSBORO  
as Lessee  
\* By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER: MAN 116064**

*Date Prepared: 11/22/2016*

CITY OF GOLDSBORO  
P.O. DRAWER A  
GOLDSBORO, NC 27533

<b>Due Date</b>	<b>Quote No</b>	<b>Description</b>	<b>Amount Due</b>
	116064	58 DR2A GOLF CARS for Municipal Lease Cars located at: GOLDSBORO MUNICIPAL GOLF COURSE	
01/1/2017		Payment	\$2,839.10
		Payment Tax	\$0.00

**YOUR ACCOUNT BALANCE IS ----- \$2,839.10**

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



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YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 116064**

*Date Prepared: 11/22/2016*

Payment for:

CITY OF GOLDSBORO  
P.O. DRAWER A  
GOLDSBORO, NC 27533

116064 1ber

\_\_\_\_\_  
Amount Paid

\_\_\_\_\_  
Date Paid

# \_\_\_\_\_  
Check Number

# ACH / ONLINE PAYMENTS AGREEMENT

## RECITALS

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

- 1. Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.
- 2. Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.
- 3. Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.
- 4. Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.
- 5. Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.
- 6. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.
- 7. Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Customer Name CITY OF GOLDSBORO

Customer Number 7397480

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- Checking Account or
- Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
Or Fax to 714-761-7363



## Commercial Finance ACCOUNT UPDATE FORM

6555 Katella Ave  
Cypress, CA 90630  
Phone (800) 551-2994  
Fax (714) 761-7363

Upon reviewing your file, we noticed that some of the information is possibly outdated. To be assured that we have the most current information on your business, please take a few minutes to complete this form and fax (or mail) it back. We appreciate your continued business and your assistance in keeping our files up to date.

Date:			
Complete Legal Name of Applicant:	Course Name or DBA:		
Billing Address:	Physical Address of Equipment:		
City, State, Zip:	City, County, State, Zip:		
Contact Person:	Phone Number:		
Email Address:	Email Address / Fax Number:		
Corporate Web Site Address:			
** <input type="checkbox"/> Corporation ** <input type="checkbox"/> LLC <input type="checkbox"/> S-Corp. <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop <input type="checkbox"/> Municipal <input type="checkbox"/> Public <input type="checkbox"/> Semi-Private <input type="checkbox"/> Private <input type="checkbox"/> Other			
<b>** THE CORPORATION/LLC IS FORMED IN THE STATE OF _____ AND IS IN GOOD STANDING.</b>			
FED ID#	Tax Exempt Cert.#	Age of Business	Years Under Current Ownership
<b>OFFICER/ CORPORATE MEMBER/ OWNER /PARTNER - INFORMATION</b>			
Name of Principal	% Owned	Title	
Name of Principal	% Owned	Title	
Name of Principal	% Owned	Title	
<b>REFERENCES \$ Note: Please advise Banker to expect a call from Yamaha about this application.</b>			
Is there a Mortgage on the Golf Course?	Mortgage Holder		
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Mortgage Holder Contact Name	Mortgage Holder Contact Phone	Mortgage Holder Fax	
<b>INSURANCE INFORMATION</b>			
Carrier	Agent's Phone:		
Agent's Name:	Agent's Fax:		

I hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates to investigate the references herein listed or state or other data pertaining to Applicant's credit and financial responsibility, and to share the results with its Distributors related to my ac

Applicant's Name: \_\_\_\_\_ Distributor: \_\_\_\_\_

Signature: \_\_\_\_\_ Salesperson: \_\_\_\_\_

**IMPORTANT: PLEASE INCLUDE YOUR MOST RECENT YEAR-END FINANCIAL STATEMENT**

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 3, 2017 COUNCIL MEETING

**SUBJECT:** Harris Street Water Tower Communications Colocation Lease Agreement

**BACKGROUND:** The City of Goldsboro owns a water tank located at 111 Harris Street. T-Mobile South, LLC has proposed to lease space on the water tank to place a communications antenna on the top of the tank. T-Mobile South, LLC will construct a crown that will provide opportunities for additional cellular colocations with other communication providers.

**DISCUSSION:** The initial term of the lease would be for 5 years with opportunities for extension. T-Mobile South, LLC would pay the City an annual lease amount of \$26,400.00 per year. The base fee would increase by 3% annually for the term of the lease. The lease details responsibilities and obligations of both tenant and lessee for the term of the lease. The lease has been reviewed and approved by the City Attorney's office.

**RECOMMENDATION:** Authorize the City Manager to enter into an agreement with T-Mobile South, LLC for the lease of space on the Harris Street water tank and grounds to erect a communications antenna in the amount of \$26,400.00 per year provided all staff comments regarding the use of the facility and lease requirements are addressed.

Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager

STATE OF NORTH CAROLINA

WATER TOWER ATTACHMENT LEASE

COUNTY OF WAYNE

THIS WATER TOWER ATTACHMENT LEASE ("Lease") is made effective as of the latter signature date hereof (the "Execution Date") and is by and between the City of Goldsboro, a North Carolina municipal corporation ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord (a) certain space on a water tower owned by Landlord upon which Tenant intends to mount certain of Tenant's antennas together with related and ancillary equipment and (b) certain ground space upon real property owned by Landlord upon which Tenant intends to install other related equipment and devices.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Site. Landlord hereby grants to Tenant a lease to (a) install, maintain, operate and remove Tenant's wireless communications equipment and appurtenances on a water tower owned by Landlord ("Tower"), including antennas on a "Corral" to be constructed by Tenant located atop of the Tower ("Tower Space"), which is located on certain real property owned by Landlord more particularly described in Exhibit "A" attached hereto ("Property"); and (b) to install, maintain, operate and remove Tenant's equipment cabinet or compound and related devices owned or leased by Tenant on a One Hundred Twenty (120) square foot portion of the Property at a location depicted on Exhibit "A-1" attached hereto ("Ground Space") (the Tower Space and the Ground Space shall hereinafter sometimes be referred to collectively as the "Site"). In no event will the Sites include the air space above Tenant's equipment that is situated on the Ground Space, and Landlord reserves the right to install or construct additional improvements above such Ground Space equipment, provided that such additional improvements do not interfere with the access to and operation of Tenant's equipment. Interference of Tenant's operations, as herein defined, is the blockage, hindrance or impairment of the transmission or receipt of communications signals of Tenant's communications facilities or Tenant's inability to access the site for its installation, maintenance and repair..

2. Access. Landlord also grants Tenant a nonexclusive right of access to the Site for the installation of Tenant's utilities, equipment and improvement during the Initial Term and any Renewal Term (defined in paragraphs five and six, respectively) of this Lease over that real property described in Exhibit "B" attached hereto (collectively, "Easement") for pedestrian and vehicular ingress and egress, provided the access does not interfere with Landlord's use of the Property or any of Landlord's improvements thereon. Access to the Ground Space shall be granted twenty-four (24) hours per day, seven (7) days per week. Tenant's equipment located on the Ground Space shall be located in a separate and secure fenced area that Tenant can access. Access to the Tower Space shall be granted upon forty-eight (48) hours or two business days advance notice, whichever is longer, except in case of an emergency situation which poses an

immediate threat of substantial harm or damage to persons or property (including the continued operations of Tenants telecommunications equipment), Tenant may access the Tower Space to conduct emergency repairs, provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Landlord of Tenant's entry onto the Tower Space. Any agent of Tenant seeking access to the Tower must electronically submit photo identification (driver's license) and identification from the company that is sending said agent to perform maintenance and/or repairs to Landlord. Landlord will deny access to anyone without proper identification.

3. Modification of Site. If as a result of any tests or investigations conducted by Tenant, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, Tenant desires to alter or modify the description of the Site in Exhibit "A-1" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Site to other portions of Landlord's surrounding Property (a "Relocation Site"), Tenant shall notify Landlord of such desire and deliver to Landlord a copy of the survey and legal description of the portions of the Site and Landlord's surrounding Property that Tenant proposes as a Relocation Site. Landlord shall have the right to approve or deny any Relocation Site, and Landlord agrees not to unreasonably withhold its approval. Landlord agrees to review and consider Tenant's relocation request and any proposed Relocation Site in good faith and to cooperate with Tenant to attempt, if reasonably possible, to approve the Tenant's proposed Relocation Site or such other Relocation Site as may be agreed upon by Landlord and Tenant as will allow Tenant to use the same for the use intended by Tenant for the Site as hereinafter set forth in this Lease. If Landlord approves a Relocation Site, then Tenant shall have the right to substitute the Relocation Site for the Site and to substitute the description of the approved Relocation Site for description of the Site in Exhibit "A-1" (and Exhibit "C" if then applicable), and the Site shall thereafter consist of the Relocation Site so approved and substituted. If requested by Tenant, Landlord shall execute an amendment to this Lease to evidence the substitution of the Relocation Site as the Site. Notwithstanding the above, any modifications to this Lease shall be subject to any of Landlord's applicable approval requirements, including, but not limited to, receiving approval of its legislative governing body.

4. Use. Tenant may use the Site for the receipt and transmission of wireless communications signals (such transmission and reception to be solely within the spectrum licensed to Tenant or T-Mobile License LLC; T-Mobile South LLC; SunCom Wireless Property Company, L.L.C.; SunCom Wireless License Company, LLC; T-Mobile USA, Inc; and Metro PCS ; MetroPCS Georgia, LLC ("Affiliates") by the Federal Communications Commission ("FCC")). The use granted to Tenant by this Lease shall be nonexclusive and limited in strict accordance with the terms of this Lease. The parties acknowledge and agree that Tenant's "Equipment" (as defined in paragraph 9(c)) at the Site shall be solely for its own use and that of its current Affiliates under no circumstances shall such use be shared with, or such Equipment otherwise be used by or for the benefit of (whether directly or indirectly) any other person or entity. The Equipment shall be utilized by Tenant and/or Tenant's current Affiliates solely for services to be provided to Tenant's "End User". For the purposes hereof, End Users shall mean any person or entity that subscribes to Tenant's or Tenant's current Affiliates' services and does not resell such services to, or otherwise make such service available to, others, except in accordance with industry standard roaming agreements. The parties agree that use is limited to

Tenant and Tenant's current Affiliates, if another telecommunications provider later is purchased by Tenant, Tenant's current Affiliates, and/or Tenant's Parent Company or if Tenant, Tenant's current Affiliates, and/or Tenant's Parent Company are acquired by or merged with any other telecommunications companies or a company holding an ownership interest in any other telecommunications companies, Landlord approval shall be required for any additional wireless communications carriers to use the site and Landlord in Landlord's sole discretion may require said provider to enter into a separate lease agreement or to charge additional rental fees under this lease agreement for allowing the use of the premises by said provider. It is understood that no additional rent or charges will be incurred by Tenant due to Tenants roaming agreements, standard in the industry. Nor shall any extra charge be made due to an intracompany restructuring of Affiliates in which there has been no merger or acquisition as referenced herein. Landlord shall have the right to continue to occupy the Property and to enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Landlord but such usage by Landlord or other tenants or lessees shall not interfere with Tenant's rights under this Lease. Tenant shall have the right to terminate the Lease with written notice to Landlord if Tenant experiences performance problems for any reason which makes the Site infeasible or unacceptable for continued operation or if the Site becomes unacceptable for economic reasons, or unacceptable under its design or engineering specifications. In the event Tenant terminates this Lease in accordance with this section 4 above, Tenant shall pay Landlord 3 months' rent at the then current rate.

5. Initial Term. The initial term of this Lease shall begin on the date this Lease is fully executed (the "Commencement Date"), and shall continue until midnight on the fifth (5th) anniversary of the Commencement Date (the "Initial Term").

6. Renewal Terms. This Lease will automatically renew for four (4) additional five (5) year terms upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention to not renew this Lease at least sixty (60) days prior to the expiration of the existing term.

7. Consideration. (a) Base Fee. Tenant shall pay annually to Landlord (or to such other person, firm or place as Landlord may, from time to time designate in writing) as consideration for this Lease the annual amount of Twenty Six Thousand Four Hundred and no/100 dollars (\$26,400.00) (the "Base Fee") to be paid annually during the first five years of the term, in advance, within twenty (20) days of the Commencement Date and on each successive anniversary thereof. The Base Fee shall increase each year on the anniversary of each Lease Year by an amount equal to three percent (3%) over the Base Fee payable for the immediately preceding Lease Year. The Base Fee shall be due without set-off notice or demand from Landlord to Tenant. Any Base Fee or other sum not received by Landlord, or its designee, on time after fifteen (15) days' notice to Tenant shall be subject to a late charge of four percent (4%) of the amount which is overdue to compensate Landlord for the estimated additional administrative expense incurred as a result of such late payment. (b) Taxes. If at any time during the Initial Term or any Renewal Term or extension thereof a tax or excise on Base Fee, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) is levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this Lease or the Base Fee or other charges

reserved or paid hereunder, as a substitute in whole or in part, or in addition to the general taxes described herein directly attributable to Tenant's equipment or this Lease, Tenant agrees to pay to Landlord, or its designee, upon demand, and in addition to the Base Fee and other charges prescribed in this License, the amount of such tax or excise. In the event such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. (c) Any Base Fee or other payment made by Tenant shall contain a notation of the Landlord site name applicable to this Lease, which site name is Harris Street Water Tower and shall be mailed to City of Goldsboro, Finance Department, P.O. Drawer A, Goldsboro, North Carolina 27533. Landlord will provide Tenant with a completed IRS Form W-9 upon Tenant's reasonable request.

8. Warranty of Title; Subordination. Landlord warrants that (a) Landlord owns the Property and the Tower; and (b) Landlord has full right to make and perform this Lease. This Lease is and shall be subject to (i) all mortgages, deeds of trust, and similar security documents which may now or hereafter constitute a lien upon the Site; (ii) all ground or underlying leases of the Property or any portion thereof, and (iii) all mortgages, deeds of trust and similar security documents that may now exist encumbering the Property or any portion thereof, and in each case, to all renewals, modifications, consolidations, replacements and extensions thereof. In addition, within fifteen (15) business days after request by Landlord, Tenant shall execute a subordination, non-disturbance and attornment agreement reasonably requested by a mortgagee or beneficiary of a mortgage, deed of trust, or similar security document on Landlord's or such mortgagee's or beneficiary's then standard recordable form, acknowledging Tenant's subordination to such mortgagee's or beneficiary's encumbrance of the Site or the Property or any portion thereof, in exchange for non-disturbance by such mortgagee, beneficiary, or purchaser and attornment to such mortgagee, beneficiary, or purchaser as contemplated above.

9. Improvements by Tenant. (a) Installation and Construction. Tenant shall use the Site for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of (without limitation) such air conditioned buildings or shelters as are necessary to house telecommunications equipment, standby emergency generator, antennas at a sufficient height, as determined by appurtenances, or a security fence of chain link or comparable construction that shall be placed around the perimeter of the Ground Space, (collectively, the "Communications Facility"). All improvements to the Site necessary for Tenant's use shall be made at Tenant's expense. Tenant shall build a "Corral" on the Tower which shall have space for two or three additional cellular carriers. Additional cellular carriers shall negotiate with Landlord on an agreement for leased space; Tenant may charge any additional carrier a proportional cost of "Corral" construction to co-locate on said premises. Any structure attached to the Tower must be attached in such a way so as to prevent the cable from contacting the external painted portions of the Tower to minimize corrosion and to allow for maintenance painting. Tenant will be responsible to repair damaged paint on the interior and exterior of the Tower which occurs during installation of the "Corral" and shall warrant and repair any such painting for a period of 5 years. Tenant shall provide Landlord with a single point of contact for all Tenant's administration, construction, and construction sequencing. Any costs associated with said contact shall be borne by Tenant. (b) Plans and Structural Analysis. (i) Prior to the commencement of any construction or installation on the Site, Tenant shall furnish, for review and approval by Landlord, which approval shall not be

unreasonably withheld, conditioned or delayed plans and specifications for such construction or installation of the improvements and Tenant shall not commence the construction or installation on the Site until such time as Tenant has received written approval of the plans and specifications from Landlord. Tenant shall be responsible for paying for any such improvements. (ii) Prior to the commencement of any construction or installation on the Site, Landlord shall conduct, at Tenant's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's antennas, cabling and appurtenances (the "Structural Analysis"). Tenant shall provide a purchase order to Landlord for such Structural Analysis and shall pay Landlord in advance to order said Structural Analysis. In the event of any subsequent modification of the Equipment on the Tower, excluding maintenance and repair of the Equipment as part of Tenant's maintenance practices, then prior to such modification Landlord may, at its option, conduct, at Tenant's sole cost and expense, an additional Structural Analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's new antennas, cabling and appurtenances and Tenant shall provide a purchase order to Landlord for the additional Structural Analysis and shall pay Landlord in the same manner as provided herein. (iii) Tenant shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Site. Copies of the building permit issued to Tenant shall be provided to Landlord. (iv) Tenant shall use a construction firm approved by Landlord for any construction activities to be conducted by Tenant on the Property and the Easement and the installation of Tenant's Equipment on the Tower. (v) If in the Landlord's reasonable judgment, the installation of additional communication equipment represents a material change in the approved use of the Site, Landlord may renegotiate the Rent (as defined above) due from the Tenant as a condition of such approval. Notwithstanding the foregoing, however, Tenant shall have the right to conduct any repair or replacement of its equipment that is of a "like-kind" or substantially similar in nature without first obtaining Landlord's approval. Landlord shall select and approve an independent inspector to inspect all improvements, including but not limited to the construction of the cellular "Corral" and painting of the tower and said "Corral". All costs for the independent inspector shall be borne by Tenant. (vi) If at any time Tenant determines that subsurface boring tests are necessary, Tenant will obtain Landlord's prior written approval of such tests. (c) Equipment. Tenant's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Tenant, which Tenant anticipates shall be located by Tenant on the Site, is more particularly described on Tenant's collocation application, a copy of which is attached hereto as Exhibit "C" ("Equipment"). Landlord hereby grants Tenant reasonable access, as described in paragraph 2 above, to the Tower and the Site for the purpose of installing and maintaining the Equipment and appurtenances. Except as otherwise provided, Tenant shall be responsible for all site work to be done on the Site pursuant to this Lease. Tenant shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Tenant shall not construct or install any equipment or improvements on the Site other than which are described in Exhibit "C" or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Landlord which consent may be withheld by Landlord if said alteration would result in interference with Landlord's SCADA System. The Equipment shall remain Tenant's exclusive personal property throughout the term of this Lease. Tenant shall have the right to remove all

Equipment at Tenant's sole expense on or before the expiration or earlier termination of the License; provided Tenant repairs any damage to the Property or the Tower caused by such removal. If Tenant does not remove the Equipment on or prior to the expiration or termination of this Lease, Tenant shall remove such Equipment within a reasonable period thereafter provided Tenant pays to Landlord the then existing Base Fee, pro-rated on a monthly basis until such time as the removal is complete. If Tenant does not remove its Equipment within one hundred twenty (120) days after the expiration or termination of this Lease the Equipment shall be deemed conclusively and absolutely abandoned by Tenant and Landlord shall have the right to remove the Equipment at Tenant's sole expense and dispose of such Equipment in any manner Landlord so elects, and Tenant shall reimburse Landlord for such expenses upon demand without off-set. If Landlord removes the Equipment pursuant to the foregoing sentence, Landlord shall not be responsible for any damage to the Equipment during or subsequent to the removal thereof. At Landlord's option, upon termination of this Lease and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence on the Site to become the property of Landlord. (d) Compliance with Governmental Rules. All work performed by Tenant or Tenant's employees, contractors or agents shall be in a good and workmanlike manner. Landlord shall be entitled to require strict compliance with the plans and specifications approved by Landlord pursuant to paragraph 9(a), including specifications for the grounding of the Equipment. All construction, installations and operations in connection with this Lease by Tenant shall meet with all applicable rules and regulations of the FCC, FAA and any other federal agency and all applicable codes and regulations of the city, county, and state having jurisdiction. Landlord assumes no responsibility for the licensing, operation or maintenance of the Equipment. Tenant covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Landlord or existing Tenants on the Tower. (e) Post-Construction Drawings. Tenant shall, within thirty (30) days following the installation of its Equipment, provide Landlord with post-construction drawings in accordance with Landlord's standard specifications for the installation of the Equipment (which specifications are subject to change from time to time), satisfactory to Landlord and verifying the antenna RAD centers. In the event Tenant fails to provide such drawings within said time period then Landlord has a contractual right as Tenant's agent for this limited purpose to order such drawings and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs. (f) Completion of Installation. Within thirty (30) days following the completion of installation of the Equipment on the Site, Tenant shall dispose of any remaining construction material brought onto the Site by Tenant and/or its employees, agents, consultants or contractors. In the event Tenant fails to dispose of the remaining construction material from the Site within such time period, Landlord shall remove said material and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs.

10. Utilities. All utility services installed on the Site for the use or benefit of Tenant shall be made at the sole cost and expense of Tenant and shall be separately metered from Landlord's utilities. Tenant shall be solely responsible for extending utilities and fiber to the Site necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by Tenant. Tenant shall pay the cost of all utility service necessary to install, maintain and operate the Equipment. Tenant shall obtain and pay the cost of telephone

connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Equipment set forth herein.

11. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership or operation of the Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Tenant shall reimburse Landlord, or its designee, for any increases in real property taxes which are assessed as a direct result of Tenant's improvements to the Site. As a condition of Tenant's obligation to pay such tax increases, Landlord shall provide to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating the increase is due to Tenant's improvements. Landlord hereby grants to Tenant the right to challenge, whether in a Court, Administrative Proceeding, or other venue, on behalf of Landlord and/or Tenant, any personal property or real property tax assessments that may affect Tenant. If Landlord receives notice of any personal property or real property tax assessment against the Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 11.

12. Interference. Tenant agrees to install equipment of types and radio frequencies which will not cause interference to communications operations, including but not limited to Landlord's SCADA System, being conducted from the Property or the Tower by Landlord or other occupants of the Property or the Tower which are in place as of the Commencement Date (including permitted modifications to the communications operations of third parties who, by the terms of pre-existing agreements have the right to modify their communication operations), which occupants are entitled to interference protection under FCC rules and regulations. Tenant also covenants that the Equipment installed by Tenant shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Tenant will take any steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Tenant of notice from Landlord describing the existence of the interference, Tenant shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within thirty (30) days after receipt by Tenant of such prior written notice from Landlord of the existence of interference, Landlord may eliminate or remedy such interference at Tenant's cost and expense, including termination of the Lease.

13. Maintenance and Repairs. (a) Tenant shall perform all repairs necessary or appropriate to the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and tenable condition, reasonable wear and tear excepted. (b) Damage to the Tower or the equipment or improvements of Landlord or others located on the Property or the Tower, which results from the acts or omissions of Tenant shall be repaired by Tenant at Tenant's cost and expense, or at the option of Landlord and with prior written notice to Tenant,

Tenant shall reimburse Landlord for the actual reasonable costs incurred as evidenced by adequate documentation by Landlord in repairing such damage or replacing such equipment or improvements. (c) Prior to the painting of the tower or commencement of regularly scheduled maintenance to the Tower that will require removal or relocation of any of Tenant's equipment on the Site, Landlord shall provide Tenant at least one hundred eighty (180) days advance notice to remove antennas, cables and related equipment from the Tower as required to complete maintenance work. To the extent allowed by law, Landlord shall provide Tenant at least seven (7) days advance notice to remove antennas, cables and related equipment from the Tower as required to allow Landlord to perform emergency maintenance and repairs or other maintenance that is not regularly scheduled on the Tower. The removal of said equipment shall be at Landlord's sole expense. To the extent permitted by law and subject to the availability of adequate unused ground space on the Property to allow installation, placement, and use of such a facility, Tenant shall have the right to install a temporary "Cell on Wheels" ("COW") at a location on the Property mutually agreed upon by both parties in the event of the Tower removal, repair, replacement, maintenance or a catastrophic event. The existing Lease terms and conditions would be maintained during the COW installation until maintenance or replacement of the Tower is complete or until Tenant can find an alternative permanent structure. Notwithstanding the above, no automatic renewal provision of this Lease, including but not limited to those expressed in paragraph 6, shall extend the term if either a COW is in use on the site pursuant to the terms of this section or if the Tower has been removed or destroyed and this Lease shall expire at the completion of the existing Term.

14. Tower Marking and Lighting Requirements. Tenant shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC and shall pay the costs and expenses therefore (including any lighting automated alarm system so required). Tenant has the responsibility of carrying out the terms of Tenant's FCC Lease with respect to tower light observation and notification to the FAA if those requirements imposed on Tenant are in excess of those required of Landlord.

15. Bird Control Measures. Landlord and Tenant acknowledge the close proximity of the Site to Seymour Johnson Air Force Base and agree that in the event that birds begin to roost or perch upon the Site creating issues for the flights and operations conducted at Seymour Johnson Air Force Base, that Tenant shall be responsible to purchase three (3) bird effigies and place on the water tank corral as a bird deterrent and will at its sole cost and expense replace as needed during the duration of the lease. However should a new tenant and or tenants lease space on the tank it would then be a share cost divided equally among the new tenants. If the parties are unable to satisfactorily prevent the roosting and/or perching of said birds upon the Corral Mount, Landlord may in its sole discretion terminate this Lease.

16. Mechanics' Liens. Tenant shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Site or any part thereof. Landlord shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect Landlord against liability for all such liens and encumbrances. Tenant shall give Landlord written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or

removal of materials on the Site. Landlord shall assume no liability for the payment of materials or labor which accrue in the installation of Tenant's improvements upon the Site and no mechanics' or materialmen's lien for Tenant's improvements shall attach to the interest of Landlord in the Site.

17. Indemnification. Landlord and Tenant each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, Landlord will have no liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Tenant for any reason. The indemnification obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

18. Financing Agreement. Tenant may, upon written notice to Landlord, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Landlord.

19. Disclaimer of Warranties. LANDLORD HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE SITE OR THE TOWER. TENANT HEREBY ACCEPTS THE SITE "AS IS".

20. Environmental Indemnification. (a) Tenant, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Landlord from and against any and all environmental damages, loss, expenses, and costs of responding to, including consulting fees and reasonable attorneys' fees, or liability caused by activities conducted on the Site by Tenant and (i) arising from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous Materials") upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of the violation by Tenant of any environmental requirements pertaining to the Site and any activities thereon. Tenant covenants that it shall not nor shall Tenant allow its employees, agents or independent contractors to use, treat, store or dispose of any Hazardous Materials on the Site or the Property (except use is permitted for those generally used by telecom companies and in compliance with the law). (b) Landlord acquired the Property by deed on May 20, 1960 and to its knowledge has not introduced any hazardous substances to the Property during Landlord's ownership that has resulted in any environmental contamination of the Parcel. Landlord is unaware of any investigation, inquiry, or directive of any regulatory body related to the use of hazardous substances on or around the Property during its period of ownership of the Property. Landlord has allowed Tenant to conduct a Phase I environmental assessment of the Property, Tenant has completed such assessment, and Tenant enters into this Lease with the knowledge and understanding of any findings from such assessment. The indemnification

obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

21. Insurance. (a) Tenant shall carry during the term of this Lease and until all Equipment is removed from the Site, at Tenant's own cost and expense, the following insurance: (i) Special Form Causes of Loss with Replacement Value coverage of Tenant's Equipment and its personal property located on the Property; (ii) commercial general liability insurance with a Commercial General Liability Endorsement having a minimum limit of liability of Five Million Dollars (\$5,000,000) per occurrence, with a combined limit for bodily injury and/or property damage together with an endorsement for contractual liability for any one occurrence such limit may be satisfied by a combination of primary and umbrella policies; (iii) Workers' Compensation Insurance statutory limits and in accordance with applicable state law; (iv) Vehicle Liability Insurance for owned, non-owned and hired vehicles, with a combined limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (v) excess/umbrella, coverage of Three Million Dollars (\$3,000,000). (b) Tenant shall name Landlord as an additional insured under Tenant's liability policy, and Tenant shall agree to give at least thirty (30) days written notice of termination or cancelation of policy to Landlord. A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Landlord within thirty (30) days from the execution of this Lease and before the expiration of any term of such insurance from an insurance company authorized to do business in the State of North Carolina. (c) Landlord agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Landlord and which are in amounts of Two Million Dollars (2,000,000.00) which is consistent with industry practices for the business in which Landlord is engaged. Landlord shall have the right to self insure. (d) Tenant and Landlord shall require their respective contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

22. Subrogation. (a) In General. All insurance policies except workers' compensation required under this Lease shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against Landlord and Tenant. (b) Mutual Release. Landlord and Tenant each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Site and to the fixtures, personal property, improvements and alterations in or on the Site that are caused by or result from risks insured against under any insurance policy carried by them and required by this Lease, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies.

23. Destruction or Condemnation. (a) Destruction. In the event the Tower or other portions of the Site are destroyed or so damaged so as to materially interfere with Tenant's use and occupancy thereof, Landlord or Tenant shall be entitled to elect to cancel and terminate this Lease effective on the date of destruction of that portion of the Site and any unearned Base Fee paid in advance of such date shall be refunded by Landlord to Tenant within thirty (30) days of the termination date of this License. Notwithstanding the foregoing, Landlord may elect to restore the Site if it can be restored within 90 days, in which case Tenant and Landlord shall

remain bound hereby but Tenant shall be entitled to an abatement of Base Fee during the loss of use. (b) Condemnation. If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain so as to materially interfere with Tenant's use and occupancy thereof, then this Lease shall cease on the part so taken on the date of possession by such authority of that part and Landlord or Tenant shall have the right to terminate this Lease and any unearned Base Fee paid in advance of such termination shall be refunded by Landlord to Tenant within thirty (30) days following the termination of this License. Notwithstanding the foregoing, Landlord may elect to rebuild the Tower on an alternate location or property owned or leased by Landlord approved by Tenant in which case Tenant and Landlord shall remain bound hereby but Tenant shall be entitled to an abatement of Base Fee during the loss of use. Upon such relocation of the Tower, the Property covered herein shall be the new Tower and the new ground area on which the new Tower sits and this Lease shall be amended accordingly to clarify the rights of Landlord and Tenant to the new Tower.

24. Default By Tenant. The occurrence of any of the following instances shall be considered to be a default or a breach of this Lease by Tenant: (i) any failure of Tenant to pay the Base Fee or any other charge for which Tenant has the responsibility of payment under this Lease within thirty (30) days of the date following written notice to Tenant from Landlord, or its designee, of such delinquency.

(ii) any failure of Tenant to perform or observe any term, covenant, provision or conditions of this Lease which failure is not corrected or cured by Tenant within thirty (30) days of receipt by Tenant of written notice from Landlord of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Tenant to complete a cure so long as Tenant commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Tenant to eliminate interference problems as set forth in paragraph 12; (iv) Abandonment of the Site ("Abandonment" being defined as Tenant not using the Site for sixty (60) consecutive days); (v) Tenant shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Tenant which cannot be dismissed by Tenant within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Tenant's assets, or Tenant makes an assignment for such purposes for the benefit of creditors; (vi) this Lease or Tenant's interest herein or Tenant's interest in the Site are executed upon or attached; or (vii) the imposition of any lien on the Equipment except as may be expressly authorized by this Lease, or an attempt by Tenant or anyone claiming through Tenant to encumber Landlord's interest in the Tower or the Property and the same shall not be dismissed or otherwise removed within ten (10) business days.

Default By Landlord If Landlord fails to comply with any non-monetary provision of this Lease, then Tenant shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the Landlord shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure

are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 12 hereof.

25. Remedies. In the event of a default by Tenant under the terms of paragraph 24 of this Lease and after the Tenant's failure to cure such default within the time, if such cure period is provided, then Landlord may, in addition to all other rights or remedies Landlord may have hereunder at law or in equity, (a) terminate this Lease by giving written notice to the Tenant stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Base Fees which would have otherwise been due Landlord absent a breach of the Lease by Tenant and (b) terminate electrical power to the Equipment at Tenant's expense. If Tenant does not remove said equipment within one hundred twenty (120) days of said termination, Landlord may remove the Equipment without being deemed liable for trespass or conversion and store the same at Tenant's sole cost and expense for a period of thirty (30) days after which the Equipment will be deemed abandoned if not claimed by Tenant. Tenant shall not be permitted to claim such Equipment until Landlord had been reimbursed for the cost of removal.

26. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

Landlord:  
City of Goldsboro  
City Manager's Office  
Attn: Randy Guthrie, Assistant City  
Manager  
P.O. Drawer A  
Goldsboro, N.C. 27533

Tenant:  
T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site No.  
5GK0050A

With a Copy to:  
City of Goldsboro  
Public Utilities Department  
P.O. Drawer A  
Goldsboro, N.C. 27533

Send Payments to:  
City of Goldsboro  
Attn: Finance Department  
P.O. Drawer 10809  
Goldsboro, N.C. 27533

Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

27. Emissions. If antenna power output ("RF Emissions") are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant shall comply with Landlord's reasonable requests for modifications to Tenant's Equipment which are reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances and Landlord shall use commercially reasonable efforts to cause all other Tenants of the Tower to promptly comply. If Landlord requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Tenant and all other Tenants of the Tower within thirty (30) days of Landlord's request therefore. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Property do not comply with MPE limits, then Tenant and Landlord, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Landlord shall use commercially reasonable efforts to cause all other Tenants of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

28. Relocation of Tower. Landlord may, at its election, relocate the Tower to an alternative location or property owned or leased by Landlord. Such location will (i) be at Landlord's sole cost, (ii) not result in an interruption of Tenant's communications services; and (iii) not impair, or in any manner alter, the quality of communications service provided by Tenant on and from the Property. Upon such relocation, the Site covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, Landlord and Tenant shall enter into an amendment of this Lease, to clarify the rights of Landlord and Tenant to the new Tower.

29. Entire Agreement. This Lease contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This Lease may be modified only by an agreement in writing executed by Landlord and Tenant.

30. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of Landlord and Tenant. This Lease may only be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company or to any successor entity with or into which Tenant or parent company merges by operation of law or otherwise. Otherwise, Tenant may assign all or a portion of its rights, title or interests hereunder only upon Landlord's prior written consent. Any purported assignment by Tenant in violation of the terms of this Lease shall be void. Tenant may not sublease all or any part of the Site without Landlord's prior written

consent. Landlord may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License.

31. **Limitation of Parties' Liability.** Unless otherwise provided herein, neither Landlord nor Tenant shall be responsible for any incidental or consequential damages incurred resulting from (i) Tenant's use or Tenant's inability to use the Site, or from (ii) damage to the other's equipment.

32. **Rules.** Landlord may, from time to time, establish reasonable non-discriminatory rules relating to the Site. Tenant agrees to comply with such rules after being given a copy. Such rules shall not impede Tenant's access rights or operations described elsewhere in this Lease.

33. **Miscellaneous.** (a) This Lease shall be deemed executed in the State of North Carolina regardless of the actual place of signature or the actual place of performance. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina and any suit to enforce rights under this Lease shall be tried in the State Courts located in Wayne County, North Carolina. (b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party. (f) This Lease shall become valid and binding only upon Landlord's execution by its duly authorized representative. (g) Landlord reserves the right to survey the Easement and/or the Property or portion thereof, and the legal description of the Easement and/or Property on the survey obtained by Landlord shall then become Exhibit "D", after approval by Tenant which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" and/or Exhibit "B". (h) The headings, captions and numbers in this Lease are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease. (i) Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. (j) This Lease may be executed in several counterparts each of which shall constitute an original and all of which shall constitute the same agreement.

34. **Memorandum/Short Form Lease.** At the request of the Tenant, and at the sole expense of Tenant, Landlord agrees to execute a memorandum or short form of this Lease, in recordable form acceptable to Tenant, setting forth a description of the Site, the Term of this Lease and other information desired by Tenant for the purpose of giving public notice thereof to third parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Water Tower Attachment Lease as of the date and year written below.

LANDLORD: City of Goldsboro, a North Carolina Municipal Corporation

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT: T-Mobile South LLC, a Delaware limited liability company

By: \_\_\_\_\_

Printed: Todd Wheeler, Area Director,  
Network Engineering & Operations

Date: \_\_\_\_\_

The following exhibits and schedule are attached hereto and incorporated herein:

Exhibit "A" Area Owned by Landlord

Exhibit "A-1" Site Layout Plan and Tower Elevation Drawings

Exhibit "B". Legal Description of Easement (may be supplied at a later date)

Exhibit "C". Co-location Application

# Exhibit A

## Landlord Property

### LEGAL DESCRIPTION

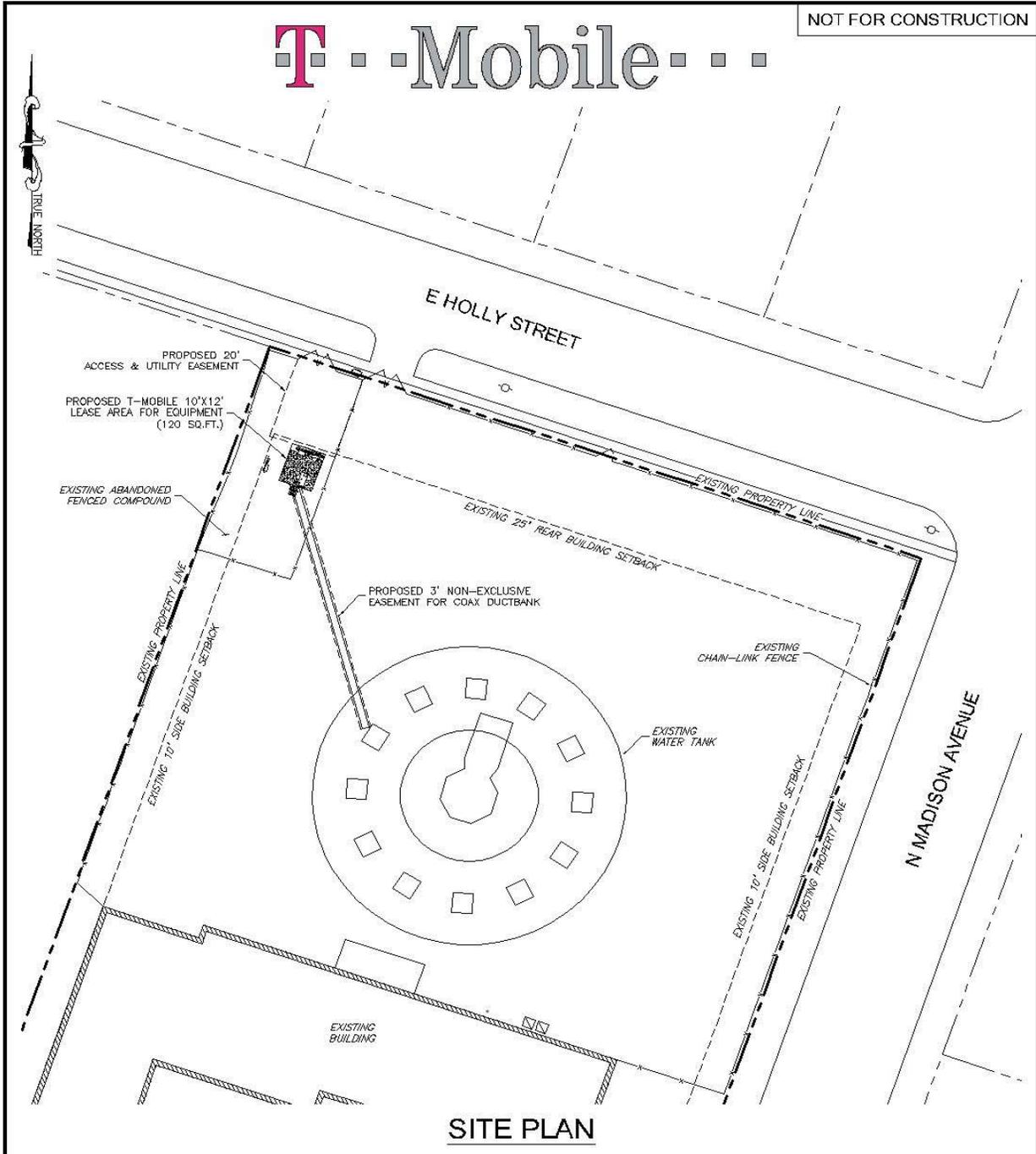
Property located in Wayne, NC

BEING a 200' by 420.19 rectangular tract of land, located in the City of Goldsboro, N.C., bounded on the North by Holly Street, on the South by Beech Street, on the East by Madison Street and on the West by Tract "B" as shown on plat recorded in Book 5, Page 175, also on plat recorded in Plat Cabinet D, Slide 75 in the Wayne County Registry.

AND BEING a portion of the same property conveyed to the City of Goldsboro, a municipal corporation from Joe A. Parker and wife, Eunice G. Parker by Deed dated April 30, 1924 and recorded May 07, 1924 in Deed Book 169, Page 319.

Tax Parcel No. 3509752919

**Exhibit A-1**  
**Site lay out and Elevation**  
 (Page 1 of 3)



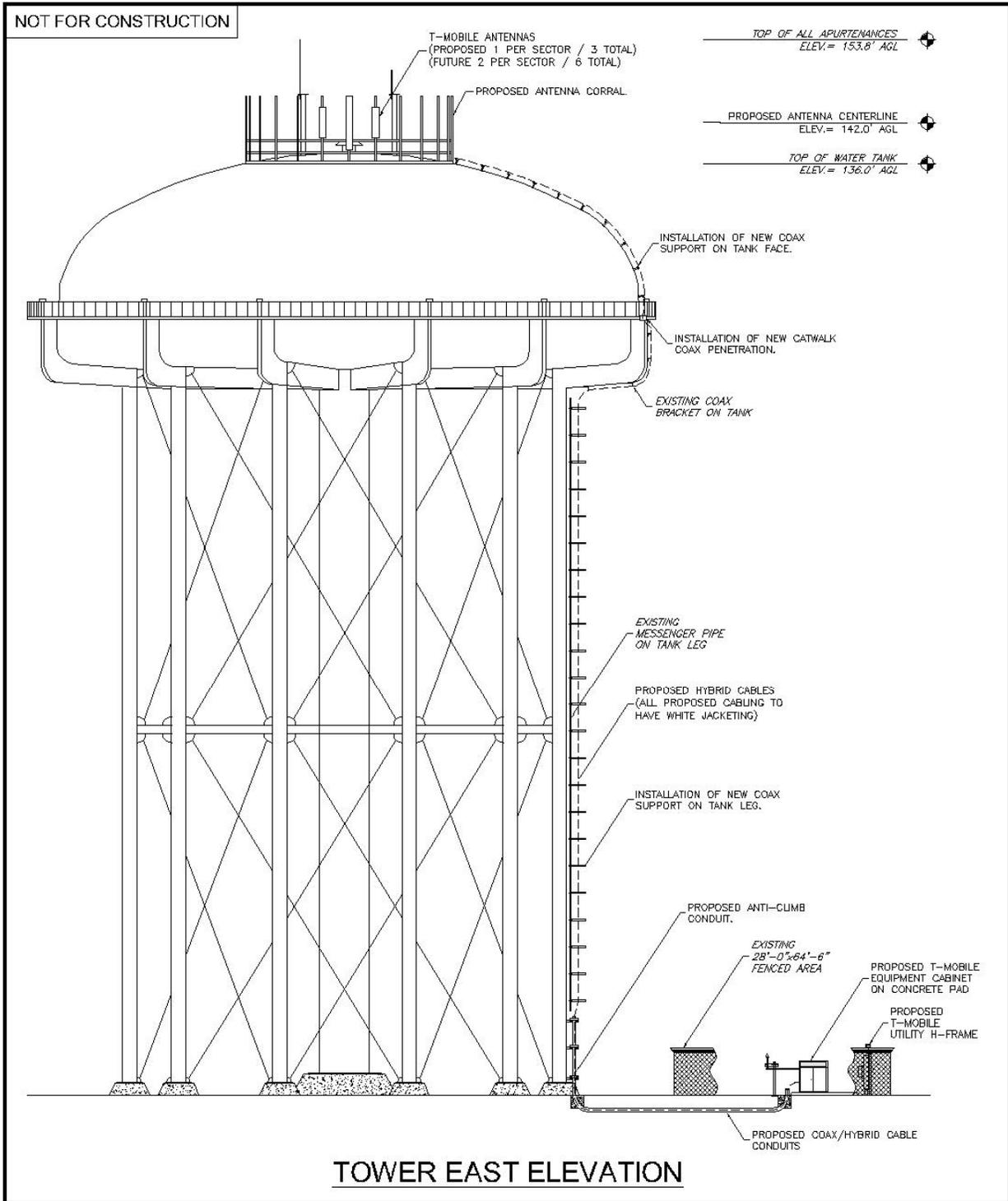
**SITE PLAN**

**NB+C**  
**TOTALLY COMMITTED**  
 BURTNER ENGINEERING SERVICES, PLLC  
6005 PARKWAY DRIVE, SUITE 2100  
 GOLDSBORO, NC 27530  
 919-258-7528  
 919-755-7028

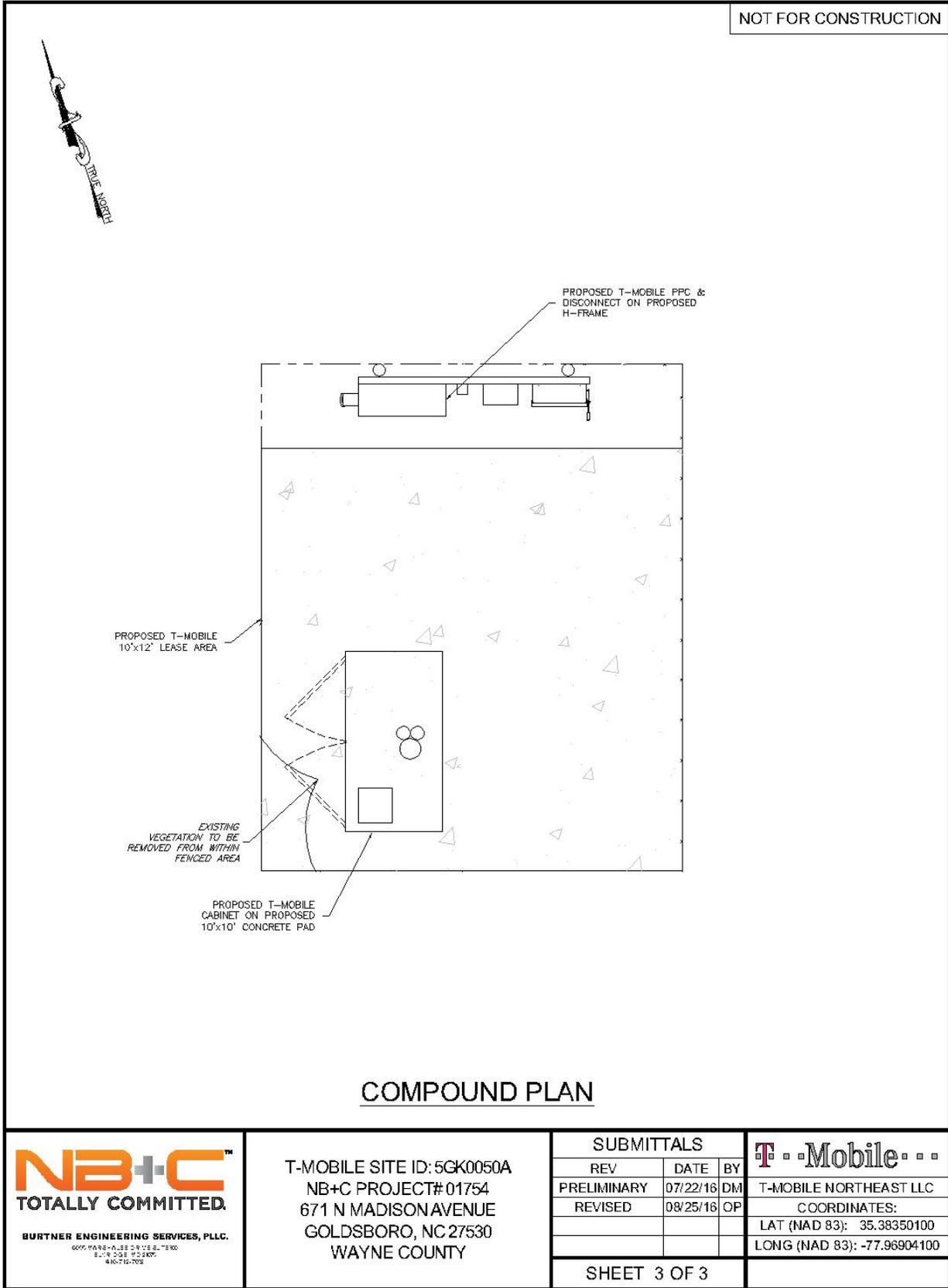
T-MOBILE SITE ID: 5GK0050A  
 NB+C PROJECT# 01754  
 671 N MADISON AVENUE  
 GOLDSBORO, NC 27530  
 WAYNE COUNTY

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	07/22/16	DM
REVISED	08/25/16	OP
SHEET 1 OF 3		

**T-Mobile**  
 T-MOBILE NORTHEAST LLC  
 COORDINATES:  
 LAT (NAD 83): 35.38350100  
 LONG (NAD 83): -77.96904100



	<p>T-MOBILE SITE ID: 5GK0050A NB+C PROJECT# 01754 671 N MADISON AVENUE GOLDSBORO, NC 27530 WAYNE COUNTY</p>	SUBMITTALS			
		REV	DATE	BY	
				COORDINATES:	
				LAT (NAD 83): 35.38350100	
				LONG (NAD 83): -77.96904100	
SHEET 2 OF 3					



**NB+C**<sup>TM</sup>  
**TOTALLY COMMITTED.**  
 BURTNER ENGINEERING SERVICES, PLLC.  
6605 PARKWAY EAST SUITE 200  
 RALEIGH, NC 27617  
 919-712-7028

T-MOBILE SITE ID: 5GK0050A  
 NB+C PROJECT# 01754  
 671 N MADISON AVENUE  
 GOLDSBORO, NC 27530  
 WAYNE COUNTY

SUBMITTALS		
REV	DATE	BY
PRELIMINARY	07/22/16	DM
REVISED	08/25/16	OP
SHEET 3 OF 3		

**T-Mobile** ■ ■ ■  
 T-MOBILE NORTHEAST LLC  
 COORDINATES:  
 LAT (NAD 83): 35.38350100  
 LONG (NAD 83): -77.96904100

**Exhibit B**  
**Description of Easements**

LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF GOLDSBORO, NORTH CAROLINA, BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF THE PROPERTY OF THE CITY OF GOLDSBORO, PARCEL ID 3509752919, THENCE FROM SAID NORTHWEST PROPERTY CORNER S71°34'46"E, 9.40' TO THE POINT AND PLACE OF BEGINNING OF A PROPOSED 20' WIDE ACCESS AND UTILITY EASEMENT; THENCE S71°34'46"E, 20.00' TO A POINT; THENCE S18°25'14"W 26.00' TO A POINT; THENCE N71°34'46"W 20.00' TO A POINT; THENCE N18°25'14"E A DISTANCE OF 26.00' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 520 SQUARE FEET, OR 0.012 ACRES, MORE OR LESS.

## EXHIBIT C COLOCATION APPLICATION

<b>Site Name :</b>	<b>Goldsboro Water Tank</b>		
<b>Site Number :</b>	<b>5GK0050</b>		
<b>Site Information</b>			
<b>Site Address:</b>	0 Beech St (Pin # 3509752919)	<b>County:</b>	<b>Wayne</b>
		<b>Lat. / Long:</b>	<b>35 23 00.65 -77 58 09.03</b>
<b>Existing Structure Type:</b>	<b>Water Tank</b>	<b>Existing Structure Height:</b>	<b>136'</b>
<b>Tenant Information</b>			
<b>Company Name:</b>	<b>T-Mobile South LLC</b>		
<b>Company Address:</b>	12920 SE 38th Street, Bellevue, WA 98006		
<b>Antennas</b>			
	<b>Sector 1</b>	<b>Sector 2</b>	<b>Sector 3</b>
<b>Desired Rad Center (Feet AGL)</b>	142'	142'	142'
<b>Antenna Quantity</b>	1 Proposed and 2 Future	1 Proposed and 2 Future	1 Proposed and 2 Future
<b>Antenna Manufacturer</b>	Ericsson	Ericsson	Ericsson
<b>Antenna Model</b>	Proposed=KRD901146/1Air 32 Future = TBD	Proposed=KRD901146/1Air 32 Future = TBD	Proposed=KRD901146/1Air 32 Future = TBD
<b>Weight (per antenna)</b>	132.2	132.2	132.2
<b>Antenna Dimensions (L x W x D)</b>	56.6"x12.0"x8.7"	56.6"x12.0"x8.7"	56.6"x12.0"x8.7"
<b>Transmit Frequency (Tx)</b>			
<b>Receive Frequency (Rx)</b>			
<b># of Coax/Cable Lines</b>	1	1	1
<b>Coax/Cable Manufacturer</b>	Ericsson	Ericsson	Ericsson
<b>Coax/Cable Model</b>	6x12 HCS 6AWG Hybrid	6x12 HCS 6AWG Hybrid	6x12 HCS 6AWG Hybrid
<b>Coax/Cable Diameter</b>	1 5/8	1 5/8	1 5/8
<b>Equipment Information:</b>		<b>Power Requirements</b>	
<b>Manufacturer:</b>	Ericsson	<b>VAC:</b>	240
<b>Model Number:</b>	6102	<b>Phase:</b>	Single
<b>Max. Transmit Power:</b>	33.8 Watts	<b>Amps :</b>	200
<b>ERP/ EIRP (Watts):</b>	300 Watts		
<b>Shelter / Cabinets:</b>	Cabinets		
<b>Lease Space: Dimensions</b>	10'x12'		
<b>Pad Dimensions if applicable:</b>	10'x12'		
<b>Comments:</b>			



# City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

*Office of the Mayor*

## PROCLAMATION GOLDSBORO SCHOOL CHOICE WEEK

**WHEREAS**, all children in Goldsboro should have access to the highest-quality education possible; and,

**WHEREAS**, Goldsboro recognizes the important role that an effective education plays in preparing all students in Goldsboro to be successful adults; and,

**WHEREAS**, quality education is critically important to the economic vitality of Goldsboro; and,

**WHEREAS**, Goldsboro is home to a multitude of high-quality traditional public schools, public magnet schools, public charter schools, and nonpublic schools from which parents can choose for their children; and,

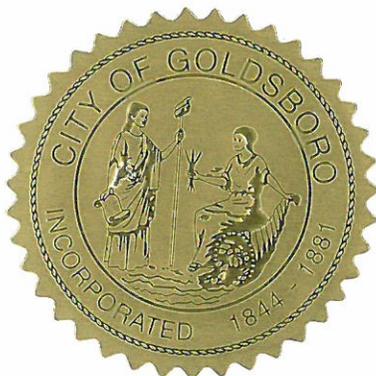
**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

**WHEREAS**, Goldsboro has many high-quality teaching professionals in traditional public schools, public magnet schools, public charter schools, and nonpublic schools who are committed to educating our children; and,

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

**NOW, THEREFORE, I**, Chuck Allen do hereby recognize January 22-28, 2017 as **GOLDSBORO SCHOOL CHOICE WEEK** in the City of Goldsboro, and I call this observance to the attention of all of our citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 3<sup>rd</sup> day of January, 2017.



Chuck Allen  
Mayor