



**AGENDA**  
**REGULAR MEETING OF THE MAYOR AND CITY COUNCIL**  
**CITY OF GOLDSBORO**  
**COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET**  
**NOVEMBER 20, 2017**



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

- I. ADOPTION OF THE AGENDA**
- II. WORK SESSION–5:00 P.M. – CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206**
  - OLD BUSINESS**
    - a. Parade and Special Events Discussion (City Manager)
    - b. Boards and Commissions Discussion (City Manager)
  - NEW BUSINESS**
    - c. Police/Fire Evidence Expansion Discussion (City Manager)
    - d. Social Media Position (Mayor)
    - e. Mayor Pro Tem Appointment (City Council)
- III. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
  - Invocation (Pastor Rob Whitner, Generation Church)
  - Pledge to the Flag
- IV. ROLL CALL**
- V. APPROVAL OF MINUTES (\*Motion/Second)**
  - A. Minutes of the Work Session and Regular Meeting of August 7, 2017
- VI. PRESENTATIONS**
  - B. Resolution Expressing Appreciation For Services Rendered By Gary Whaley As An Employee Of The City Of Goldsboro For More Than 35 Years
  - C. Golden STAR Award Recipients (Human Resources)
  - D. Giving Tuesday Proclamation
- VII. PUBLIC HEARINGS**
  - E. CU-17-17 Nicky Parrish–West side of North Berkeley Boulevard between Royal Avenue and US 70 East (Planning)
  - F. CU-18-17 Jose Morquecho – East side of South Berkeley Boulevard between Ash Street and Elm Street (Planning)
  - G. Z-10-17 J. Isaac Gurley Farms, Inc. – Northeast corner of US Highway 13 North and Hood Swamp Road (Planning)

**PLANNING COMMISSION EXCUSED**

  - H. Economic Development, Historic Preservation and Urban Redevelopment Project Participation (Downtown) (\*Motion/Second)
- VIII. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
  - Request to Speak: Law Enforcement Appreciation Event (George Williams)
  - Request to Speak: Neighborhood Computer Network Center (Mr. Sherman Johnson)
- IX. CONSENT AGENDA ITEMS (\*Motion/Second--Roll Call)**
  - I. Informal Bid Request #2017-017 – Wayne Memorial Greenway Construction and Mina Weil Paving (Finance)
  - J. FY 2017-18 Budget Amendment – 135TH USCT Living History Donation (Finance)
  - K. Resolution for the Construction of the Concession/Restroom Facility - Multi-Sports Complex (Finance)
  - L. Approve Compost Bulk Pricing (Public Works-Utilities)
  - M. Budget Amendment - 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME) (Community Relations)
  - N. Goldsboro Christmas Parade, December 2, 2017 – Street Closing Request (Police)

- O. Rescheduling Council Meetings For 2018 Due To Holidays (City Manager)
- P. Departmental Monthly Reports

**X. ITEMS REQUIRING INDIVIDUAL ACTION (\*Motion/Second)**

- Q. Code of Ordinance Update: 98.80 Parades (City Manager)

**XI. CITY MANAGER'S REPORT**

**XII. CITY ATTORNEY'S REPORT AND RECOMMENDATIONS**

**XIII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS**

**XIV. CLOSED SESSION**

**XV. ADJOURN**

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD  
AUGUST 7, 2017

**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 August 7, 2017 with attendance as follows:

Present:

- Mayor Chuck Allen, Presiding
- Mayor Pro Tem Bevan Foster
- Councilmember Antonio Williams
- Councilmember Bill Broadaway
- Councilmember Mark Stevens
- Councilmember David Ham
- Councilmember Gene Aycock
- Jim Womble, Attorney
- Scott Stevens, City Manager
- Melissa Corser, City Clerk
- Octavius Murphy, Assistant to the City Manager
- Holly Jones, CM Office Intern
- Jimmy Rowe, Planning Director
- Jennifer Collins, Assistant Planning Director
- Kaye Scott, Finance Director
- Rick Fletcher, Public Works Director
- Mike West, Police Chief
- Mike Wagner, Deputy Public Works Director - Utilities
- Shycole Simpson-Carter, Community Relations Director
- Bernadette Carter-Dove, HR Director
- Ashlin Glatthar, Travel & Tourism Director
- Scott Williams, IT Director
- Julie Metz, DGDC Director
- Scott Barnard, P&R Director
- Felicia Brown, Assistant P&R Director
- Allen Anderson, Chief Building Inspector
- Marty Anderson, City Engineer
- Scott Williams, IT Director
- Rochelle Moore, Goldsboro News-Argus (arrived at 5:05 p.m.)
- Ken Conners, News Director-Curtis Media Group East
- Carl Martin, Citizen
- Mark Colebrook, Citizen
- Yvonnia Moore, Citizen
- Geren Taylor, Citizen
- Kriquette Davis, Goldsboro YMCA
- John Richards, Goldsboro YMCA
- Fred Fontana, GWTA
- Phil Bailey, ShotSpotter
- Daniel Weeks, Citizen
- Lonnie Casey, Citizen
- Bobby Mathis, Citizen (arrived at 5:05 p.m.)
- Della Mathis, Citizen (arrived at 5:05 p.m.)
- Michele Wiggins, GHA (arrived at 6:03 p.m.)
- Anthony Goodson, GHA (arrived at 6:09 p.m.)

**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.

**Adoption of the Agenda.** Mayor Allen stated we have a Revised Agenda with an addition of Item F.1 Choice Neighborhood Grant Application. Upon motion of Councilmember Broadaway, seconded by Councilmember Ham and unanimously carried, Council adopted the agenda.

**Warm Heart Program.** Mr. John Richards, Chief Executive Officer for the Goldsboro YMCA shared information regarding the Warm Heart Mentoring Program. The Goldsboro YMCA spoke with the City Council about collaborating to help hire a full-time mentoring coordinator. This coordinator would work with rising ninth graders at Goldsboro High School to assist with academic, behavioral or attendance problems. The program would provide service to any ninth grader whose guardian requests this service. The YMCA requested \$35,000 from the City to assist with the program.

Council discussed. Upon motion of Councilmember Broadway, seconded by Councilmember Stevens and unanimously carried, Council approved the request.

**GWTA Extended Bus Hours.** Mr. Fred Fontana, GWTA Executive Director, shared at the December 5, 2016 Council Meeting, Council extended bus service for the Green, Blue and Purple bus routes for two additional hours on Monday through Friday. The initial extension period ran from February 5 through May 5. Shortly after the May date, Council agreed to keep the extended bus hours on the Blue and Purple routes through September 1. The intent at the time was to determine if the longer daylight hours or warmer weather would entice more riders to utilize the service later in the evening. The Purple route serves primarily South John Street, Slocumb Street, Seymour Homes, and Lincoln Homes residential areas. The Blue Route serves the commercial and shopping areas along Ash Street, Spence Avenue, Berkeley Boulevard, as well as the residential area along New Hope Road and Central Heights Road. Unfortunately, time of the year had little or no effect on ridership. Ridership during the winter and longer nights were almost identical to the summer and shorter nights. Mr. Fontana reviewed ridership numbers and cost for the two hour extension of the above referenced routes. Mr. Fontana suggested extending the service on the Purple and Blue routes for only one hour, however, as growth and demand increase this issue needs to be revisited and perhaps even expanded to include Sunday service.

The cost to extend the service of the Purple and Blue routes for one hour for the entire fiscal year would be about \$26,800. This too would be split between the City and FTA. Each share would be \$13,400. These funds were included in the GWTA budget request. Therefore, no additional funding would be necessary. The 7:30 p.m. end time would be in line with comparable nearby transit service.

Councilmember Williams suggested extending the hours during thanksgiving and Christmas holidays.

Upon motion of Councilmember Williams, seconded by Councilmember Aycock and unanimously carried, Council agreed to reduce the end time to 7:30 p.m. for the Blue and Purple routes as recommended.

Mr. Fontana also shared information regarding the schedule of replacing buses, grant monies and asked Council to consider setting money aside for the city's match. In five years all the buses we have now will be scheduled to be replaced. Rather than wait five years to provide the full match, may be it would be easier to set aside \$20,000 to \$25,000 a year. Mr. Stevens stated again what I understand, GWTA has money they may not spend and rather return to the City, GWTA would propose holding this money for upcoming replacement costs. Mr. Stevens stated I and Ms. Scott would prefer the City hold that money, but whatever Council decides I would be ok with, but it helps our fund balance numbers and helps you have more flexibility as a Council. Mr. Stevens stated Mr. Fontana is right, \$125,000 is a large chunk to come up with at one time but we do work through those budget items each year. Councilmember Williams stated from what I understand if they give back that money they could lose state funding as well. Mr. Fontana stated the initial \$15,000 is not a problem, after we get done with our audit there may be another \$15,000 and we if we give it all back to you, we will lose some state money as well. Mayor Allen suggested Mr. Fontana come back when the auditors are done and they have firm numbers.

**Sunday Morning Alcohol Sales Legislation.** Mr. Scott Stevens shared a proposed ordinance with Council which would allow alcohol sales on Sunday prior to 12 noon. Council discussed Mayor Pro Tem Foster and Councilmember Williams expressed



concerns. Councilmember Aycock shared he had received 6 calls, 5 out of the 6 were no's to the proposed ordinance. Councilmember Broadaway stated he did not want this to hurt us when recruiting a hotel or conventions/events for the new convention center.

Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried, Council added the proposed ordinance to Items Requiring Individual Action.

**24 Hours of Peace.** Mr. Scott Stevens stated Councilmember Williams and I have had some discussion, I think we have shared the proposals with you from Mr. Sharif, you have heard from him at the retreat in February. We have discussed with Mr. Sharif about using Skype to video chat in today, but we have not heard back from him at this time. Councilmember Williams stated this would bring a different approach to the violence in the community, he had some things that were out of the box; there have been 9 murders since February. Councilmember Williams stated we need something to help and I think this would be a good solution for us. Council will continue discussion, as staff was trying to reach Mr. Sharif on Skype.

**Scout Hut Donation.** Mr. Scott Barnard shared information with Council regarding the Scout Hut at the corner of Evergreen, Mulberry and Herman Streets. The building has been there since the early 50's. The Scout Hut is an asset of the City of Goldsboro, Parks and Recreation has been maintaining the turf. Scout operations ceased there roughly 10 years ago. Mr. John Lewis who is active in the community and sits on the Veterans Memorial Board, had approached me probably 5 years ago about finding a group to refurbish it and getting scout programming back in to the building. Roughly 60 days ago, I met out there with Mr. Lewis and Mr. Ben Seegars who has a proposal that the city make a contribution towards refurbishing the building, and leasing the building from the city for a \$1 a day for 10 years. Staff would recommend Council accept this proposal. Council discussed. Mayor Allen asked if we could give them the property. Upon motion of Councilmember Ham, seconded by Councilmember Williams and unanimously carried, Council tabled the item to allow time for staff and the city attorney to review the proposal, look into the gifting of this property and provide up to \$10,000 towards improvement.

**24 Hours of Peace.** Mr. Sharif was able to join on Skype. Councilmember Williams greeted Mr. Sharif and stated we greatly appreciate the opportunity to speak with you about what you have done in other cities. Mr. Sharif stated he has had brief conversations with Mr. Scott Stevens; they have spoken about the obstacles. Mr. Sharif stated he has the ability to adjust the pricing and ability to make this a unique experience. Mr. Sharif shared information with Council regarding events he has held in other cities. 24 Hours of Peace is dedicated to using the hip hop culture and motto of "Peace, Love, Unity and Safely Having Fun" to create safe communities free of violence. We develop programs that promote character development, conflict resolution and health and wellness. The events have included music with national headline artists, workshops with celebrity artists and personalities, nationally recognized host, children zone activities and games, community movie night, free senior breakfast with spiritual music, prayer vigils, etc. Council discussed.

Councilmember Williams made a motion to approve 24 Hours of Peace at a \$75,000 level. The motion was seconded by Mayor Pro Tem Foster. Council continued discussion. Councilmember Williams withdrew his motion. Mayor Pro Tem Foster asked Council to consider doing something with Mr. Sharif at a \$25,000 or \$35,000 level and discuss at the next meeting.

**ShotSpotter.** Chief West introduced Mr. Phil Bailey with ShotSpotter. Mr. Bailey shared his background information. Mr. Bailey stated I've brought with me some data that will help you see what ShotSpotter is revealing here in your city. He shared information with Council regarding the following statistics:

- Goldsboro, NC has been a customer since July 2016. They have a 3.6 square mile coverage area.

- In the past 12 months, there were 334 ShotSpotter alerts and 1,585 shots fired. On average, there are 28 incidents per month with over 80% of these alerts occurring in Beats 4A, 4B, 3A and 2C.
- Every 26 hours a gun is fired within the Goldsboro NC ShotSpotter coverage area, with an average of 4 shots fired each time.
- Most gunfire in Goldsboro occurs between 2000-0359 hours. Fridays, Saturdays, Sundays and Mondays are the most active days. Three in every 4 incidents have 2 or more shots fired.
- While it's a much better practice to do year over year trend comparisons, early indications based on monthly trends show a steady decline in overall gunfire activity since the system went live.

Mr. Bailey reviewed top gunfire locations, provided a few ShotSpotter Response Outcomes and results of active police response.

Mr. Bailey stated in closing, I want to leave you with the following summarizing thought to consider. If it wasn't for ShotSpotter, 8 to 9 out of 10 times that someone shoots a gun in your vulnerable communities, the police would never show up, simply because they wouldn't know about it.

**Choice Neighborhood Grant Application.** Ms. Michele Wiggins with the Goldsboro Housing Authority shared information regarding the Choice Neighborhood Grant. Choice Neighborhood Planning Grants support the development of comprehensive neighborhood revitalization plans which focus on directing resources to address three core goals: Housing, People and Neighborhood. To achieve these core goals, communities must develop and implement a comprehensive neighborhood revitalization strategy, or Transformation Plan. The Transformation Plan will become the guiding document for the revitalization of the public and/or assisted housing units while simultaneously directing the transformation of the surrounding neighborhood and positive outcomes for families. Ms. Wiggins asked Council to consider being a co-applicant on the grant and asked the city to provide \$25,000 over a three year period. Mr. Stevens stated he had suggested the city provide \$15,000 over a three year period. Council discussed. Mayor Pro Tem Foster stated he does not feel like he has been given enough time to review the information, he asked Council to table the item until the next work session.

**Downtown Merchants Association Request for 2 Hour Parking.** Mr. Stevens stated you did have a parking study done some years ago, it talked about moving into downtown parking along Center Street in particular, talked about not doing heavy enforcement, it did talk about phasing into it more education and for us maybe that means if you really want to get into 2 hour parking which is the request of the Downtown Merchants Association, we would sign, we would enforce if there were problems, but we would not be out there daily enforcing 2 hour parking. If you want us to do that we would bring back an ordinance. The request was from Ash Street to Chestnut Street. Our recommendation would be to support that, all spaces on Center Street would be 2 hour parking. You do not have to make the formal decision tonight but if interested we would bring that ordinance back to you.

Mayor Allen asked if that would be 8:00 – 5:00 Monday – Friday, Ms. Metz confirmed it is proposed Monday – Friday 8:00 am – 5:00 pm. Council discussed. Councilmember Williams expressed concerns for elderly and parking for Paramount. Councilmember Stevens and Mayor Pro Tem Foster also expressed concerns regarding 2 hour parking. Council consensus was for staff to bring back an ordinance for Council to consider.

As time did not allow review of the remaining Work Session items and review of the Consent Agenda will be reviewed during the regular meeting.

There being no further business, the work session adjourned.

## **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 August 7, 2017 with attendance as follows:

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

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

Reverend Apostle Von Newsome of Impact Church Goldsboro provided the invocation. Boy Scouts with Troop 14 led the Pledge to the Flag.

**Approval of Minutes.** Upon motion of Councilmember Aycock, seconded by Councilmember Ham and unanimously carried, Council approved the Minutes of the Work Session and Regular Meeting of May 8, 2017, Minutes of the Work Session and Regular Meeting of May 15, 2017, Minutes of the Special Meeting of May 15, 2017 and Minutes of the Special Meeting of May 22, 2017 as submitted.

As time did not allow at the previous meeting, the following Work Session Items were discussed:

**Item h. US Marshals Service Task Force.** Chief West shared information regarding the assignment of an officer to the US Marshals Fugitive Task Force. The purpose of the regional fugitive task force is to combine the efforts of federal, state and local law enforcement agencies to locate and apprehend the most dangerous fugitives and assist in high profile investigations. This alone will provide the Goldsboro Police Department with the resources to not only apprehend our most violent offenders but also provide manpower during homicide investigations.

**Item k. Street Assessment.** Mr. Marty Anderson, City Engineer stated we have Humphrey Street coming up on the Consent Agenda this evening and at a previous meeting we had discussed whether we were going to do assessments for it. I have spoken with the City Attorney as well as the Finance Director. We have two general statutes that cover petitions, one G.S. 160A-217(a) "A city shall have no power to levy special assessments for street or sidewalk improvements unless it receives a petition for the improvements signed by at least a majority in number of the owners of property to be assessed, who must represent at least a majority of all the lineal feet of frontage of the lands abutting on the street or portion thereof to be improved. Unless the petition specifies another percentage, not more than fifty percent (50%) of the cost of the improvement may be assessed (not including the cost of improvements made at street intersections)." In the case where we are paving these unpaved streets, we do not have any assessment ability.

Mr. Stevens stated there has been previous discussions, some of Council did not want to assess. If you want to assess what we have done with Humphrey Street we cannot award. If you do not want to assess we can award.

Mr. Anderson also shared information regarding the City's Code of Ordinances.

Council discussed. Mayor Allen shared he would be in favor of moving forward with the bid and not assessing. Upon motion of Councilmember Williams, seconded by Councilmember Stevens and unanimously carried, Council agreed to move forward with the bidding process on Humphrey Street and not assess.

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

1. Henry Jeanette spoke against Sunday morning alcohol sales.
2. Anna White stated she attends Adamsville Baptist Church. She read a statement opposing Sunday morning alcohol sales.
3. James Carter stated he attends First Baptist Church. He stated he also opposed Sunday morning alcohol sales.
4. Dawson Pike stated the Merchants Association was polled and they received 24 responses; 71% were supportive of the Brunch Bill (Sunday morning alcohol sales), 20 % were against and 9 % had no opinion on the matter.
5. Edith Jones spoke against Sunday morning alcohol sales.
6. Don Johnstone shared concerns regarding appearance of city and the length of time before items are noticed or picked up by the city.
7. Mark Colebrook shared information with Council regarding crime statistics. A copy of the handout he provided is available in the Clerk's Office. He also shared information regarding a mentoring program.
8. Leatrice Stanley shared concerns regarding Busco Beach.
9. Carson Clark spoke on the Brunch Bill and religion.
10. Willie Battle spoke on the Blue Label law and spoke against Sunday morning alcohol sales.
11. DR Halliday shared he is a found objects artist. He showed a sample he had made for the City of Goldsboro. He also spoke on litter.

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

Upon motion of Councilmember Aycock, seconded by Mayor Pro Tem Foster and unanimously carried, Council moved Items Requiring Individual Action ahead of the consent agenda.

**An Ordinance to Consider the Sale of Alcohol Before Noon on Sundays at Licensed Premises. Ordinance Adopted.** On June 29, 2017, the North Carolina General Assembly enacted Senate Bill 155, entitled "An Act to Make Various Changes to the Alcoholic Beverage Control Commission Laws." Ratified Senate Bill 155 was signed into law by Governor Roy Cooper on the 30<sup>th</sup> day of June, 2017 and became effective on that date (Session Law 2017, Chapter 87). This would allow any establishment located in the corporate limits of Goldsboro and holding an ABC permit issued pursuant to G.S. 18B - 1001 be permitted to sell beverages allowed by its permit beginning at 10 A.M. on Sundays if approved by City Council.

Councilmember Ham made a motion to adopt an ordinance to allow the sale of alcohol before noon on Sundays at licensed premises. The motion was seconded by Councilmember Broadway. Those voting in favor of the motion included Mayor Allen, Councilmembers Williams, Broadway and Ham. Mayor Pro Tem Foster, Councilmembers Stevens and Aycock voted against the motion. Mayor Allen declared the motion passed 4:3 and the following entitled Ordinance was adopted.

**ORDINANCE NO. 2017-41 "AN ORDINANCE TO ALLOW ALCOHOL SALES BEFORE NOON ON SUNDAYS AT LICENSED PREMISES"**

Each item on the Consent Agenda was reviewed, additional discussion included the following:

Item D. Site and Landscape Plan – Meadow Lane Elementary School. Councilmember Broadaway expressed concerns with stacking cars on Ash Street. Mr. Rowe reviewed stacking options on the site.

Item M. Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina. Upon motion of Mayor Pro Tem Foster, seconded by Councilmember Williams and unanimously carried Council removed and deferred Item M. Adoption of a Supplement to the Code of Ordinances from the Consent Agenda to allow additional time to review.

**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. Councilmember Aycock moved the items on the Consent Agenda, Items B, C, D, E, F, G, H, I, J, K and L be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Ham 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:

**CU-12-17 McIntyre Funeral Home - North side of Royall Avenue between Audubon Avenue and Herman Street. Approved.** Applicant requests a Conditional Use Permit to allow the operation of a funeral home in the Neighborhood Business zoning district.

Previously, the property was operated as a mixed-use development consisting of barber and beauty shops, a general contractor's office, a non-profit student enrichment program and a daycare.

Frontage: 162.43 ft.  
Average Depth: 251.50 ft.  
Area: 88,852 sq. ft. or 2.04 acres  
Zoning: Neighborhood Business

According to the City's Unified Development Code, a Conditional Use Permit is required and must be approved by City Council in order to operate a funeral home within the Neighborhood Business zoning district.

Hours of Operation: 9:00a.m.-5:00p.m.  
Monday-Friday  
\*As needed on Saturdays

Number of Employees: 5 to 7

The submitted site plan shows that the property consists of one lot currently occupied by an existing 5,068 sq. ft. single-story brick-veneer and metal building. Applicant's floor plan consists of assembly areas, offices, conference rooms, storage areas and restrooms.

The site is provided with one 20 ft. wide access driveway from Royall Avenue.

Parking is based on one space per 50 sq. ft. of assembly area plus 1 space per vehicle stored on site. Based on an assembly area of 1,344 sq. ft. plus 4 service vehicles stored on site, 31 parking spaces are required. The submitted site plan shows 40 parking spaces including 2 handicap accessible spaces.

The existing landscaping consisting of street trees, buffer yards and interior parking lot vegetation is compliant with the City's landscape ordinance. No additional plantings are required.

Sidewalks are required for the development along Royall Avenue for approximately 142 linear ft. The developer has paid a fee in lieu of sidewalk installation in the amount of \$2,130.

An existing retention pond and BMP grass swale exists at the northwest corner of the property for storm water collection and drainage purposes. It is properly screened from public view as required by the City's Unified Development Code.

At the public hearing held on July 17, 2017, no one appeared to speak either for or against the Conditional Use Permit request.

At their meeting held on July 31, 2017, the Planning Commission recommended approval of the request and submitted site plan.

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 a funeral home in the Neighborhood Business zoning district; and
2. Approve the submitted development plans detailing the operation.  
Consent Agenda Approval. Aycock/Ham (7 Ayes)

**S-4-17 Woodard, Cerny and Parrott (2-Lot Preliminary Subdivision Plat).**  
**Approved.** The property is located on the south side of Fedelon Trail between Salem Church Road and North William Street.

Total Area: 9.2 acres

Total Lots: 2

Lot No. 1: 3.17 acres

Lot No. 2: 6.04 acres

Zoning: R-16 Residential

The subject property has been proposed for division into two lots for the purpose of settling a family estate.

Currently the lot is occupied by two existing one-story single family dwellings both built prior to the adoption of the City's Unified Development Code. The property is served by City water and sewer.

The plat shows that Lot No. 1 contains an existing single-family dwelling that encroaches 20 ft. into a required 40 ft. front yard building setback. A modification of that front yard building setback is required.

The Planning Commission, at their meeting held on June 26, 2017 recommended approval of the plat with a modification of the front yard building setback from 40 ft. to 20 ft. for Lot No. 1.

Staff recommended Council accept the recommendation of the Planning Commission and approve the two-lot preliminary subdivision plat with a modification of the front yard building setback from 40 ft. to 20 ft. for Lot No. 1. Consent Agenda Approval.  
Aycock/Ham (7 Ayes)

**Site and Landscape Plan – Meadow Lane Elementary School. Approved.**  
The property is located on the south side of East Ash Street between Oak Forest Road and Malloy Street.

Frontage: 1,268 ft.

Depth: 700 ft. (average)

Area: 22.8 Acres (approx.)

Zoning: Office and Institutional-1

North: Office and Institutional-1,  
Neighborhood Business,  
R-9 and R-16 Residential

South: Seymour Johnson AFB

East: Neighborhood Business and R-16 Residential

West: Shopping Center and R-16 Residential

There are a total of 12 buildings on the site—one main building, 8 freestanding brick veneer buildings and 3 modular classroom units which total 82,010 sq. ft. in area.

A total of 81 parking spaces within two lots exist on the site near the northeastern corner of the existing main building.

Currently, there are three driveway access points on East Ash Street. One unpaved access extends for one-way ingress to an unpaved area utilized primarily for teacher parking with egress provided through a partially paved driveway extending back to Ash Street. The third paved curb cut extends to two existing paved parking areas.

A two-way driveway on Oak Forest Road provides secondary access to parking for the school.

There are a number of playground areas delineated along the southern and western sides of the existing buildings.

Existing landscaping includes mature Magnolia and Oak trees within the front yard and interspersed within the playground and open areas.

Approximately one-third of the easternmost portion of the main building will be demolished in Phase I of the project. Once the new school structure is completely constructed and occupied, demolition of the remainder of the structures is planned. A construction entrance will be provided from Oak Forest Road.

Five existing Oaks and 2 existing Magnolia trees will be retained within the front yard. All other plant material on the site is to be removed.

One new building is to be constructed which will contain 41 classrooms in 99,324 sq. ft. In addition, a 65 ft. by 93 ft. (6,045 sq. ft.) mobile unit will be temporarily placed at the rear of the site. It will contain eight classrooms.

Based on one parking space required for each five seats within the main assembly area, a total of 140 parking spaces are required for the school. The site plan indicates that 223 spaces are proposed which includes seven handicapped spaces.

No playground areas have been delineated on the site plan with the exception of two small areas to be associated with Pre-Kindergarten classes.

Main access to the new parking area will be provided through an ingress-only driveway on the western side of the lot on East Ash Street. A right-turn lane will be constructed on Ash Street to serve the site for eastbound traffic and an existing center-lane will allow for left-turn access into the site from westbound traffic.

The two-lane driveway is configured in an elongated “S” form in an attempt to avoid or eliminate stacking and stopped traffic on Ash Street. The driveway would continue through the parking area and lead to an area for dropping off and picking up children at the front of the building. Traffic would exit the site through a right-in/right-out driveway on the eastern side of the lot. This main access would also extend around the new school building and meet the secondary access utilized for bus ingress and egress extending from Oak Forest Road. The bus parking area includes an area for loading and unloading children as well as dumpsters and service vehicle parking.

The 8 ft. wide street yard along Ash Street would contain Red Maple trees and Glossy Abelia shrubs on-center every 40 ft. along with retained Oaks and Magnolia trees. The vehicular surface area within medians and parking lot end aisles will consist of Magnolia trees and Abelia shrubs.

The property, for all but 40 ft., abuts residentially-zoned or developed property along its eastern side for a distance of approximately 600 ft. The developer has requested a modification to allow substitution of a 6 ft. tall fence to be constructed of masonry or pressure treated lumber in lieu of the required planted buffers. There are existing high-pressure natural gas lines which run just inside the proposed fence location.

Along the western property line, Type A (10 ft. wide) and Type C (20 ft. wide) buffers will contain combinations of Southern and Sweet Bay Magnolia trees and Juniper and Abelia shrubs.

The submitted elevations indicate masonry and steel construction with glass accents and architectural steel roofs.

Five ft. wide sidewalks are shown along the entire school frontage on Ash Street.

Lighting plans have not been submitted but must be approved by City staff.

Stormwater calculations are currently under review by the City's Engineering Department.

The Planning Commission, at their meeting held on July 31, 2017, recommended approval of the site, landscape and building elevation plans with a modification to allow the 6 ft. tall fence in lieu of the planted buffer along the eastern property line and subject to submission and approval of a lighting plan.

Staff recommended Council accept the recommendation of the Planning Commission and approve the site, landscape and building elevation plans with a modification to allow the six ft. fence to serve as the eastern buffer and subject to submission and approval of a lighting plan. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**Site Plan - Tommy's Road Elementary School (Addition of a Modular Unit - Approved Classroom Facility). Approved.** The property is located on the south side of Tommy's Road between Wayne Memorial Drive and Hare Road.

Frontage: 903.30 ft.  
Depth: 1,450 ft. (approx.)  
Zone: Office and Institutional-1

In November of 2003, City Council approved the placement of two modular classroom units containing 864 sq. ft. each behind the principal school building to address increases in student enrollment.

As a result of recent directives from the State which mandate the reduction in the number of students per classroom, the Wayne County Board of Education has now proposed the placement of an 84 ft. long by 60 ft. wide modular approved facility consisting of six (6) individual classrooms and restrooms for staff and students.

The unit would be located on the southeast corner of the property between the existing pre-K modular unit and the children's playground. Covered access will be extended for students and staff along the existing sidewalk from the main building.

The building exterior of the modular classroom facility will consist of hardy plank siding and the foundation will have a continuous and permanent brick curtain wall.

Approval of this request is necessary since the site is greater than an acre. At their meeting held on July 31, 2017, the Planning Commission recommended approval of the site plan revision to include the addition of a modular classroom unit.



Staff recommended Council accept the recommendation of the Planning Commission and approve the site plan to allow the addition of a modular classroom facility at Tommy's Road Elementary School. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**Sale of Surplus Real Property, Tax ID #2599-56-1185, 208 Whitfield Drive, as recorded in the Wayne County Registry. Approved.** In July 2017, offer was made to the City of Goldsboro for said property. Mr. Chester Brown, Jr. adjacent property owner offered to pay the City the sum of \$1.00 to acquire this property.

The City of Goldsboro acquired the property in 1973. The property's tax value is listed as \$1,000.

Per General Assembly of North Carolina, Session Law 2004-94, allows the sale of substandard surplus real property owned alone by the City or jointly owned by the City and Wayne County by offering it to the adjoining property owners for \$1.00.

It is recommended that Mr. Brown's offer be accepted in the amount of \$1.00.

Staff recommended Council accept the offer of Mr. Chester Brown, Jr. in the amount of \$1.00 and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**Sale of Real Property, Tax ID #3509-32-0930, 500 Creech Street and #3509-32-0833, 502 Creech Street as recorded in the Wayne County Registry. Approved.** On June 30, 2017, Willie Battle offered to pay the City of Goldsboro the sum of \$2,240 for 500 Creech Street and \$17,355 for 502 Creech Street and made a bid deposit of \$975.75 Goldsboro.

The City of Goldsboro and County of Wayne acquired this property in September 2016. The County Commissioners at their July 18, 2017 meeting agreed to convey their share of this property to the City of Goldsboro with the stipulation that the City and County share equally the expenses.

Standard property will be offered for sale in accordance with the provisions of the G.S. 160A-266, provided however, the minimum sales price will be at least fifty percent (50%) of the property's tax value. The property's tax value for both properties is \$39,190. An advertisement appeared in the Goldsboro News-Argus on July 6, 2017. The ten (10) day upset bid period expired on July 15, 2017, with no counter-offers received after this bid.

The attorney fees associated with transferring the deed will be paid by the buyer. The City and County's portion from the sale of these properties would be \$19,595 each minus expenses.

Staff recommended Council accept the offer from Mr. Willie Battle in the amount of \$2,240 for 500 Creech Street and \$17,355 for 502 Creech Street and authorize the Mayor and City Clerk to execute a deed on behalf of the City of Goldsboro. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**Seymour Johnson AFB – Fitness Center Addition Construction Budget Amendment. Ordinance Adopted.** The City of Goldsboro and the U.S. Air Force signed a lease for the construction of a 62 acre multi-sports complex. In exchange for the 20-year lease, the City will construct a 2,500 square foot addition to the existing fitness center at Seymour Johnson AFB.

On June 26, 2017, Council approved and awarded the design build construction of the fitness center expansion to Daniels and Daniels in the amount of \$641,452. Per the lease agreement, the City is required to contribute \$600,000 towards the construction of the fitness center. Since the revisions requested by the Base increased the cost over the amount allocated by the City, the base has agreed to reimbursement the excess cost of \$41,452.

The City has earmarked funding in the Occupancy Tax Fund for this project and a budget amendment is required for this project.

Staff recommended Council adopt the following entitled ordinance appropriating the necessary funding for the construction of the fitness center at Seymour Johnson AFB. Consent Agenda Approval. Aycock/Ham (7 Ayes)

ORDINANCE NO. 2017- 39 “AN ORDINANCE AMENDING THE BUDGET  
ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR”

**Informal Bid Request IFB2017-012 Abatement and Demolition of  
Condemned Properties. Approved.** On Monday, July 17, 2017, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 22 condemned properties listed below:

1. 306 N. Carolina Street
2. 809 Crawford Street
3. 810 Crawford Street
4. 812 Crawford Street
5. 512 Dail Street
6. 615 Devereaux Street
7. 411 Grantham Street
8. 113 Kornegay Street
9. 204 W. Oak Street
10. 1113 Olivia Lane
11. 810 Poplar Street
12. 508 Roberts Street
13. 210 A&B Slocumb Street
14. 325 Whitfield Drive
15. 306 Wayne Avenue
16. 409 Wayne Avenue
17. 417 Wayne Avenue
18. 419 Wayne Avenue
19. 511 Wayne Avenue
20. 517 Wayne Avenue
21. 309 Whitfield Drive
22. 317 Whitfield Drive

A bid tabulation sheet is available.

The bids have been reviewed by the City’s Inspection Department, checked for accuracy, and found to be in order. The low bid from AK Grading and Demolition, Inc. is being recommended in the amount of \$125,900. The current fiscal year’s budget has sufficient funding for abatement and demolition for these 22 locations.

Staff recommended Council accept the bid of \$125,900 from AK Grading and Demolition, Inc. for the abatement and demolition of the condemned properties. Consent Agenda Approval. Aycock/Ham (7 Ayes)

**Contract Award – 2017 Street Paving Improvements Project Formal Bid No. 2017-003. Ordinance Adopted. Resolution Adopted.** On Monday, July 31, 2017 three (3) sealed bids were received for the 2017 Street Paving Improvements Project for the City of Goldsboro.

The proposed work consists of approximately 6,000 square yards of pavement with 950 linear feet of storm water lines for Humphrey Street from Fourth Street to Eighth Street and Dakota Street from Aycock Street to Fourth Street.

Barnhill Contracting Company submitted the low bid for this project for a total cost of \$489,883.25. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Barnhill Contracting Co.	\$489,883.25
Hines Sitework, Inc.	\$549,750.00
S.T. Wooten Construction Co.	\$784,675.00

The bids for this project have been reviewed by the Engineering Department, checked for accuracy and found to be in order. We have reviewed the financing of this project with the Finance Director and determined that funding is partially available from street bonds and will require a budget amendment.

Staff recommended the City Council adopt the following entitled budget ordinance appropriating funds for the 2017 Street Paving Improvements Project and adopt the following entitled Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$489,883.25 with Barnhill Contracting Company for the 2017 Street Paving Improvements Project. Consent Agenda Approval. Aycock/Ham (7 Ayes)

ORDINANCE NO. 2017-40 “AN ORDINANCE AMENDING THE BUDGET  
ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2017-18 FISCAL YEAR”

RESOLUTION NO. 2017-49 “RESOLUTION AWARDING AND AUTHORIZING  
THE EXECUTION OF A CONTRACT FOR THE 2017 STREET PAVING  
IMPROVEMENTS PROJECT FORMAL BID NO. 2017-003”

**Bid Award for Installation of Picnic Shelters at Mina Weil Park. Resolution Adopted.** The City of Goldsboro was awarded a Parks and Recreation Trust Fund (PARTF) Grant for Mina Weil Park in October of 2015 in the amount of \$250,000. New picnic shelter installation is one of the items covered under this grant. The City of Goldsboro requested informal bids for the installation of the picnic shelters.

The scope of the project included:

- Installing two picnic shelters
- Beams, roofing materials, nails, etc. are provided by City of Goldsboro
- Contractor responsible for anchor bolts and concrete embedment for shelter pads

On July 20, 2017, the informal bids were opened with Barnacle Construction, Inc. being low bidder. Parks and Recreation staff reviewed each bid proposal and recommend Barnacle Construction, Inc. for the installation. Grant funding is available to cover the bid amount of \$42,000. Bid tabulation is attached.

Staff recommended Council adopt the following entitled Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$42,400 with Barnacle Construction Inc. to install two picnic shelters at Mina Weil Park. Consent Agenda Approval. Aycock/Ham (7 Ayes)

RESOLUTION NO. 2017-50 “A RESOLUTION AUTHORIZING THE CITY OF  
GOLDSBORO TO EXECUTE CONTRACT WITH BARNACLE CONSTRUCTION  
INC. FOR INSTALLATION OF PICNIC SHELTERS AT MINA WEIL PARK”

Fairview Color Run Street Closing Request. Approved. The Goldsboro Housing Authority is seeking a permit to close certain city streets so that the Fairview Color Run can take place on August 17, 2017 from 11:00 am - 1:00 pm.

Due to the logistics of the color run and to keep attendees safe, the Goldsboro Housing Authority has requested the closing of Edgerton Street from Claiborne Street to Fairview Circle from 10:00 am - 2:00 pm on August 17, 2017.

All vendor booths, entertainment attractions and displays will be arranged to secure proper access to all fire hydrants, alleyways and driveways. This permit is contingent upon receipt of liability insurance.

As with all downtown events, affected city departments will be contacted and the following concerns are to be addressed:

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

Staff recommended Council grant the requested temporary closing of Edgerton Street from Claiborne Street to Fairview Circle from 10:00 am - 2:00 pm on August 17, 2017. Consent Agenda Approval. Aycock/Ham (7 Ayes)

#### **End of Consent Agenda.**

**City Manager's Report.** Mr. Scott Stevens introduced Mr. Rick Fletcher, Public Works Director, who replaced Mr. Jose Martinez. Ms. Karen Brashear, Public Utilities Director retired last fall and I placed the operation of these facilities under the Public Works Director as well. We had two department heads and two deputy directors and with Rick's promotion we have one department head and two deputy directors. Rick served as Interim Director during Hurricane Matthew. I will tell you he did an outstanding job working with our staff responding to the flooding and months following to get our community cleaned up. Mr. Stevens shared information regarding Mr. Fletcher's background.

Mr. Fletcher stated it has been a pleasure to work for the City of Goldsboro. I work with some incredible people and look forward to what we can accomplish over the coming years.

Mr. Stevens also introduced Ms. Bernadette Carter-Dove, the new Human Resources Director who started with the City of Goldsboro on August 1, 2017. Mr. Stevens shared information regarding Ms. Carter-Dove's background.

Ms. Carter- Dove thanked Scott for the opportunity to return to the City of Goldsboro. There has been a warm welcome back.

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

#### **Mayor and Councilmembers' Reports and Recommendations.**

Councilmember Aycock thanked the Scouts for being here tonight.

Councilmember Ham stated no comment.

Mayor Pro Tem Foster congratulated Ms. Virginia Gerald on her 100<sup>th</sup> Birthday. Mayor Pro Tem Foster stated he and Councilmember Williams would have been on time for the birthday party if they had been told about it, however, once they found out they did attend.

Councilmember Stevens shared information on current events, the need to stay positive, and the potential of new jobs and invited citizens to contact him at 919-584-5070. He shared information regarding the potential for faster speed internet and discussed education and wellbeing of citizens. He stated he and Councilmember Williams do not always see eye to eye but he would be supportive of 24 Hours of Peace.

Councilmember Broadaway thanked Apostle Newsome and Impact Church Goldsboro for the luncheon they hosted for Council last week. He also thanked Boy Scout Troop 14 for attending and shared he was once a scout in Troop 14.

Councilmember Williams shared they got a chance to greet students at Goldsboro High School today as they returned. He thanked Mr. Colebrook for his efforts. He also congratulated Ms. Virginia Gerald on her 100<sup>th</sup> Birthday. Councilmember Williams thanked all those who partnered with the Summer Youth Program.

Mayor Allen thanked everyone who participated in National Night Out and the Purple Heart Banquet. Mayor Allen shared information regarding community policing efforts. Following up on what Councilmember Williams stated, there were a lot of smiles when the kids returned to Goldsboro High School, they appreciated us being there. He stated we did get invited to Ms. Gerald's party and congratulated her on her birthday. He complimented the Summer Youth Program. Mayor Allen shared he attended the Ribbon Cutting for Tropical Smoothie. Mayor Allen reminded everyone they should not litter.

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

Council came out of Closed Session.

There being no further business, the meeting adjourned at 8:13 p.m.

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Chuck Allen  
Mayor

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Melissa Corser, MMC/NCCMC  
City Clerk

**RESOLUTION NO. 2017-79**

**RESOLUTION EXPRESSING APPRECIATION  
FOR SERVICES RENDERED BY GARY WHALEY  
AS AN EMPLOYEE OF THE CITY OF GOLDSBORO  
FOR MORE THAN 35 YEARS**

**WHEREAS**, Gary Whaley retires on December 1, 2017 as the Fire Chief with the Goldsboro Fire Department of the City of Goldsboro with more than 35 years of service; and

**WHEREAS**, Gary began his career on August 11, 1982 as a Firefighter with the Goldsboro Fire Department in the City of Goldsboro; and

**WHEREAS**, on April 27, 1994, Gary was promoted to Fire Engineer with the Goldsboro Fire Department; and

**WHEREAS**, on February 12, 1997, Gary was promoted to Fire Captain with the Goldsboro Fire Department; and

**WHEREAS**, on April 29, 1998, Gary was promoted to Assistant Fire Chief for Training with the Goldsboro Fire Department; and

**WHEREAS**, on November 3, 1999, Gary was promoted to Assistant Fire Chief for Operations with the Goldsboro Fire Department; and

**WHEREAS**, on July 1, 2009, Gary was promoted to Fire Chief with the Goldsboro Fire Department where he has served until his retirement; and

**WHEREAS**, Gary has proven himself to be a dedicated and efficient public servant who has gained the admiration and respect of his fellow workers and the citizens of the City of Goldsboro; and

**WHEREAS**, the Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, City employees and the citizens of the City of Goldsboro, of expressing to Chief Whaley their deep appreciation and gratitude for the service rendered by him to the City over the years.

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

1. We express our deep appreciation and gratitude for the dedicated service rendered during Gary's tenure with the City of Goldsboro.
2. We offer Gary our very best wishes for success, happiness, prosperity and good health in his future endeavors.
3. This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 20<sup>th</sup> day of November, 2017.

Approved as to Form Only:

Reviewed by:

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

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



## City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

*Office of the Mayor*

### ***GIVING TUESDAY PROCLAMATION***

**WHEREAS**, Giving Tuesday was established as a national day of giving on the Tuesday following Thanksgiving; and

**WHEREAS**, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they are able to give; and

**WHEREAS**, Giving Tuesday is a day where citizens work together to share commitments, rally for favorite causes, build a stronger community, and think about other people; and

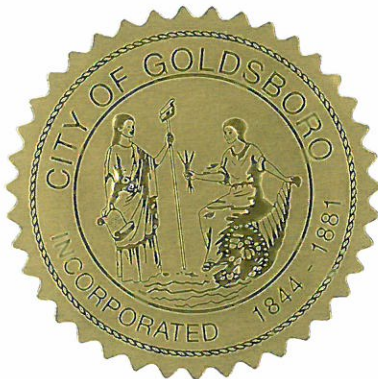
**WHEREAS**, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service provided by many organizations in the city to include: Arts Council of Wayne County, Boys & Girls Club, Habitat for Humanity of Goldsboro-Wayne, Literacy Connections, Partnership for Children, 4-Day Movement, and the United Way in the City of Goldsboro.


**NOW, THEREFORE** I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim Tuesday, November 28, 2017, as

### ***GIVING TUESDAY***

in the City of Goldsboro, North Carolina, and do hereby call upon all citizens to join together to give back to the community in any way that is personally meaningful.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 20<sup>th</sup> day of November, 2017.



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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 PUBLIC HEARING

**SUBJECT:** PUBLIC HEARING  
CU-17-17 Nicky Parrish—West side of North Berkeley  
Boulevard between Royal Avenue and US 70 East

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow the  
operation of a tattoo parlor.

The site is located within an existing commercial strip mall  
known as Berkeley Junction Shopping Center. The property  
is zoned GB (General Business). A tattoo parlor is a  
permitted use within this district only after the issuance of a  
Conditional Use Permit approved by City Council.

Frontage: 40 ft.  
Depth: 82 ft.  
Zone: General Business

**DISCUSSION:** The submitted site plan indicates one existing 3,280 sq. ft.  
commercial tenant space proposed for use as a tattoo parlor  
consisting of a reception area, two tattoo stations, a body-  
piercing station and a restroom.

Hours of Operation: 12:00 Noon to 8:00 p. m.  
(Monday-Saturday)

Employees: 2

Berkeley Junction Shopping Center is accessed by two  
existing 35 ft. wide curb cuts along North Berkeley  
Boulevard.


Sufficient parking spaces exist for customers of the proposed  
use and the shopping center.

The property is not located within a Special Flood Hazard  
area.



RECOMMENDATION: No action necessary. The Planning Commission will have a recommendation for the Council meeting on December 4, 2017.

Date: 11/14/2017

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

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

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


NOTICE OF PUBLIC HEARING  
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL  
OF THE CITY OF GOLDSBORO  
TO CONSIDER ISSUANCE OF A CONDITIONAL USE PERMIT  
TO ALLOW THE OPERATION OF A TATTOO PARLOR

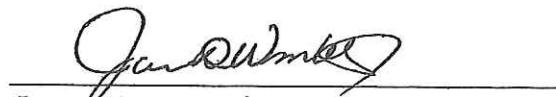
Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, November 20, 2017, at 7:00 p. m., in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of a tattoo parlor.

CU-17-17 Nicky Parrish – West side of North Berkeley Boulevard  
between Royall Avenue and US 70 East

The Wayne County Tax Identification No. is 3519-74-2834. The property has a frontage of 234.59 ft., an approximate depth of 1,008.46 ft. and a total area of approximately 5.43 acres. The unit address is 1079 North Berkeley Boulevard which has a width of 40 ft. and a depth of 82 ft.

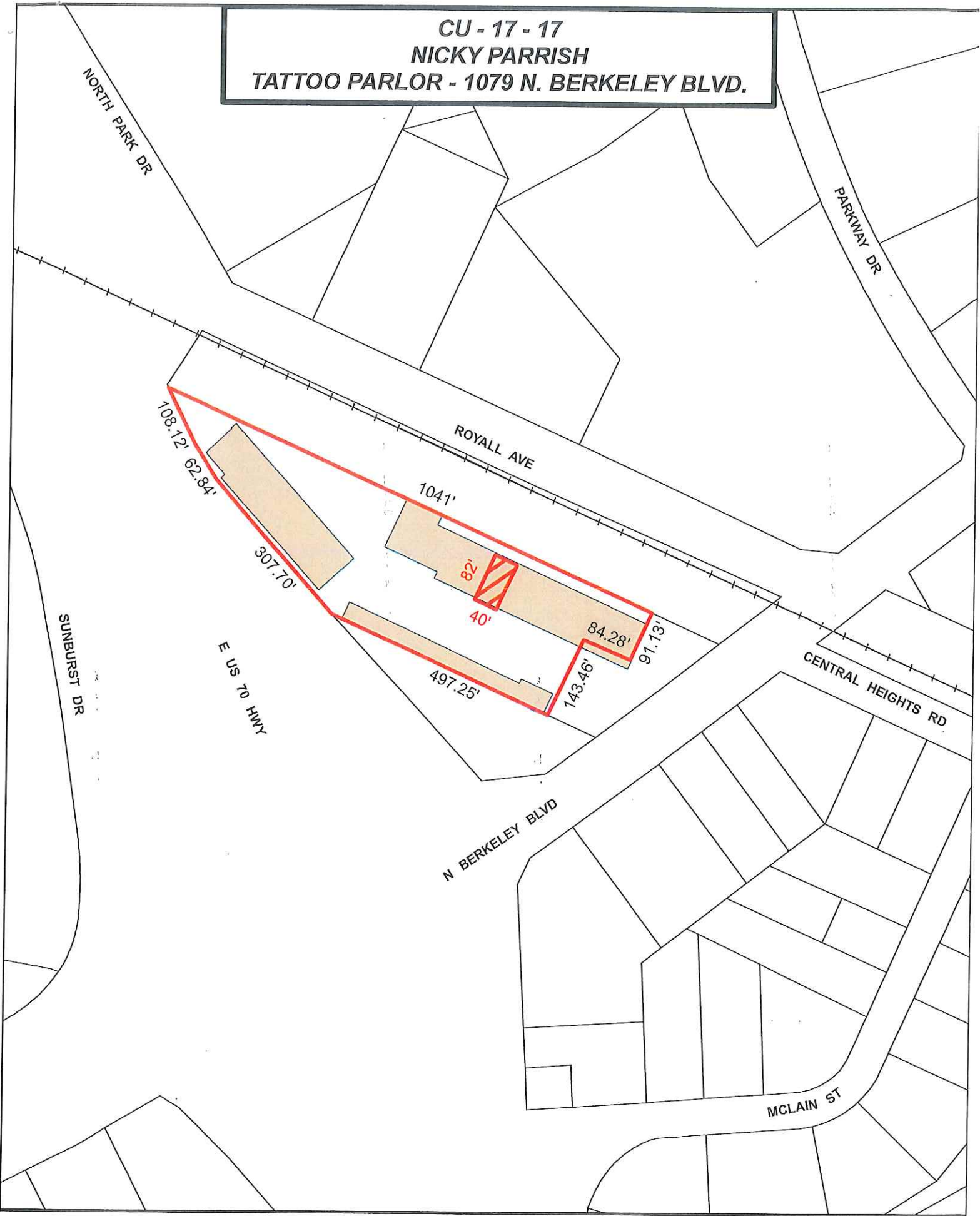
All interested persons are invited to attend this public hearing and to be heard. If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.

  
Melissa Corser, City Clerk

  
James D. Womble, City Attorney

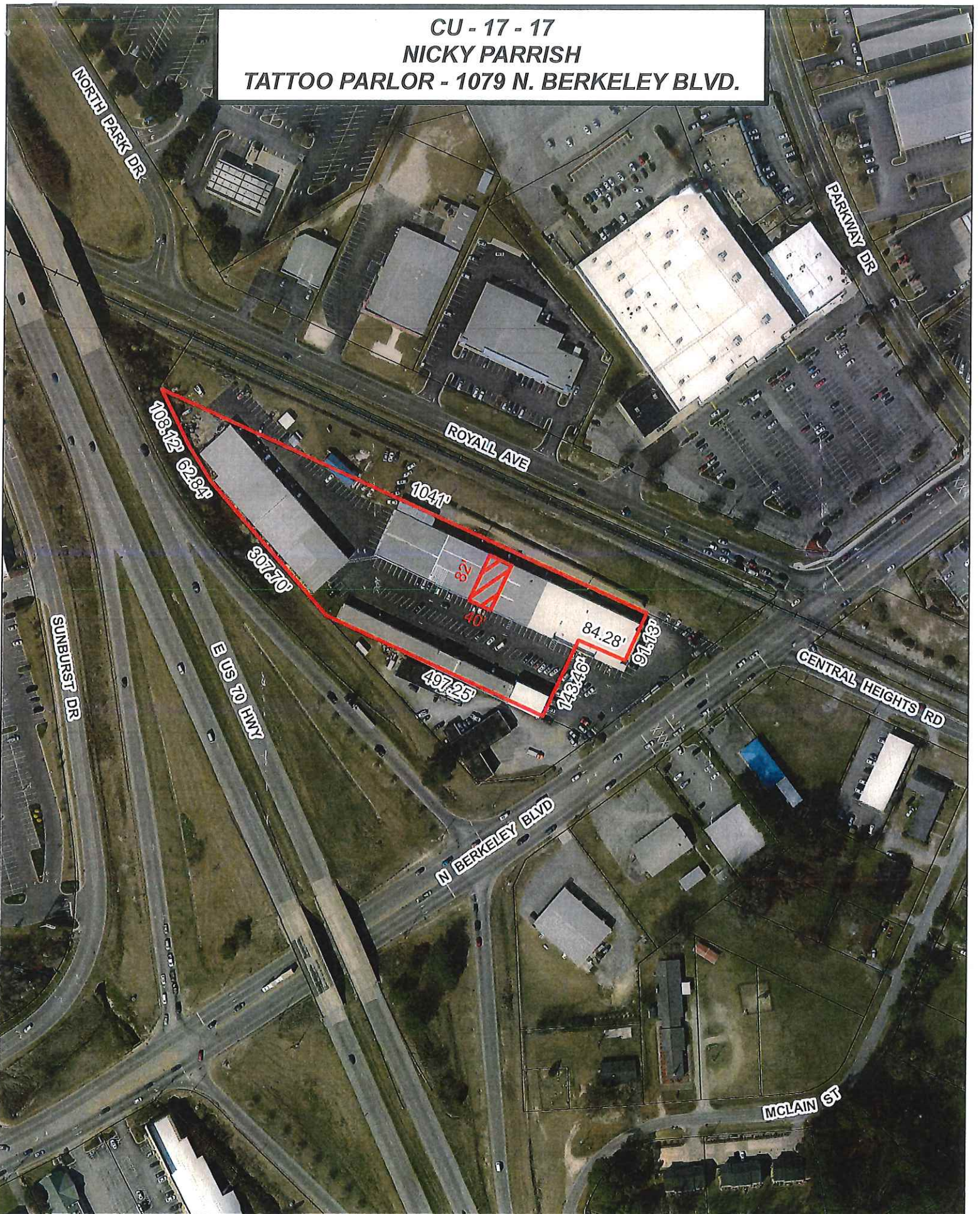
PUBLISH: November 2, 2017  
November 9, 2017

**CU - 17 - 17**  
**NICKY PARRISH**  
**TATTOO PARLOR - 1079 N. BERKELEY BLVD.**





CU - 17 - 17  
NICKY PARRISH  
TATTOO PARLOR - 1079 N. BERKELEY BLVD.





CITY OF GOLDSBORO

AGENDA MEMORANDUM

NOVEMBER 20, 2017 COUNCIL MEETING

**SUBJECT:** PUBLIC HEARING  
CU-18-17 Jose Morquecho – East side of South  
Berkeley Boulevard between Ash Street and Elm  
Street

**BACKGROUND:** The applicant requests a Conditional Use Permit to  
allow the operation of a tattoo parlor.

Frontage: 82 ft.  
Depth: 255 ft.  
Area: 0.48 Acres  
Zoning: General Business

The site is located within a strip commercial center  
which contains eight individual units. The unit that  
will be occupied by the applicant contains 1,750 sq. ft.  
(25 ft. by 70 ft.).

**DISCUSSION:** There are a total of 50 parking spaces (including two  
handicapped spaces) on the site. Based on the existing  
uses within the building, approximately 50 spaces will  
be required to serve the entire commercial structure.

Hours of Operation: Noon to 7:00 p. m.  
No. of Employees: 3-4

The applicant indicates that he provides tattoo  
services by appointment only and caters to  
professionals, including servicemen from the Base.

The site is accessed by one two-way curb cut from  
Berkeley Boulevard. Since the building on the lot is  
existing and only one unit is to be leased for the  
proposed tattoo parlor, the applicant will not be  
required to retrofit the site to meet current  
requirements as they relate to landscaping.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 4, 2017

Date: 11/14/2014

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

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

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

ssj

NOTICE OF PUBLIC HEARING  
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL  
OF THE CITY OF GOLDSBORO  
TO CONSIDER ISSUANCE OF A CONDITIONAL USE PERMIT  
TO ALLOW THE OPERATION OF A TATTOO PARLOR

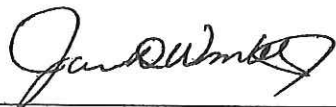
Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro on Monday, November 20, 2017, at 7:00 p. m., in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, to consider the issuance of a Conditional Use Permit to allow the operation of a tattoo parlor.

CU-18-17 Jose Morquecho – East side of South Berkeley Boulevard  
between Ash Street and Elm Street

The Wayne County Tax Identification No. is 3519-11-6063. The unit address is 112-Q South Berkeley Boulevard which has an approximate width of 25 ft. and an approximate depth of 70 ft.

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

  
\_\_\_\_\_  
Laura Getz, Deputy City Clerk

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

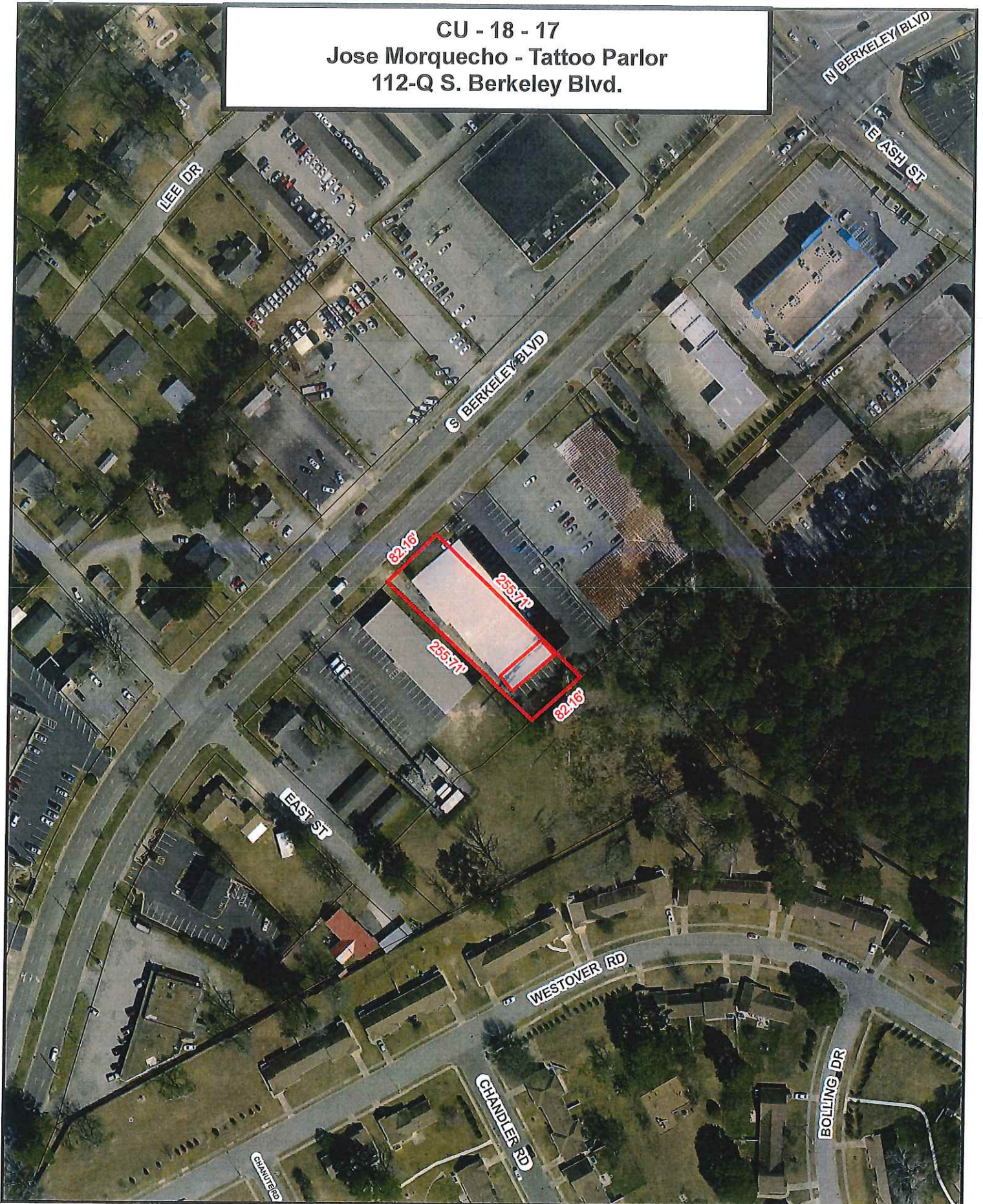
PUBLISH: November 2, 2017  
November 9, 2017

**CU - 18 - 17**  
**Jose Morquecho - Tattoo Parlor**  
**112-Q S. Berkeley Blvd.**





CU - 18 - 17  
Jose Morquecho - Tattoo Parlor  
112-Q S. Berkeley Blvd.





CITY OF GOLDSBORO

AGENDA MEMORANDUM

NOVEMBER 20, 2017 COUNCIL MEETING

**SUBJECT:** PUBLIC HEARING  
Z-10-17 J. Isaac Gurley Farms, Inc. – Northeast corner of  
US Highway 13 North and Hood Swamp Road

**BACKGROUND:** Applicant requests a zoning change from R-20A Residential  
to General Business Conditional District with site plan  
approval required separately.

Frontage: 760 ft. (on US Highway 13 North)  
1,060 ft. (on Hood Swamp Road)

Area: 8.84 Acres (approx.)

Surrounding Zoning: North: R-20A Residential and RM-9  
South: R-20A Residential  
East: O&I-1 and R-20A Residential  
West: R-20A Residential

Existing Use: The property is currently vacant.

Proposed Use: Site and landscape plans have been  
submitted for a convenience store on a portion of the  
property at the corner of US 13 and Hood Swamp Road. If  
the property is rezoned, any future development proposed  
would require complete plan approval.

Surrounding properties are primarily vacant farmland along  
with a number of single-family and nonconforming mobile  
homes across both US 13 and Hood Swamp Road.

Two other lots near the intersection of US 13 and Hood  
Swamp Road were zoned General Business at the time the  
City's extraterritorial jurisdiction was extended in this area.  
An existing convenience store and gas station on the west

side of US 13 North was satellite annexed to the City on June 30, 1999.

**DISCUSSION:**

Comprehensive Plan: The City's adopted Land Use Plan designates this property for a combination of Mixed Use 2, Mixed Use and low-density residential development. Mixed use designation would include commercial-type uses that may impact lower-density residential uses. They are typically located at major intersections.

Engineering Comments: City water and sewer are not available to serve the subject property. The property is not located in a Special Flood Hazard Area.

The applicant has submitted a petition for noncontiguous annexation of the property.

The submitted site plan indicates that the property will be divided into six lots with the dedication of a new street bisecting the property and running from US 13 North to Hood Swamp Road. This road would have a right-of-way width of 65 ft. and a paved width of 45 ft.

Lot 1: 2.81 Acres (Proposed Convenience Store)

Lot 2: 1.74 Acres

Lot 3: 0.98 Acres (Septic Repair Area)

Lot 4: 1.18 Acres

Lot 5: 1.56 Acres

Lot 6: 0.57 Acres (Stormwater Area)

The developer will be required to submit preliminary and final subdivision plats in order to allow for the division of the land.

A 4,900 sq. ft. commercial building is proposed with a 30 ft. by 135 ft. fuel canopy. The building would be oriented facing US 13 North.

Access to the convenience store would be made only through the proposed new dedicated street. No direct driveway access would be provided from either US 13 or Hood Swamp Road.

Deceleration lanes with medians and middle left-turn lanes with medians will allow for access on both US 13 North and

Hood Swamp Road. Plans have been submitted to NCDOT for review prior to action being taken.

Landscaping as a vehicular surface buffer is proposed adjacent to the paved area. Combinations of Willow Oak trees, Crape Myrtles, Redbuds, Hawthorns and Holly shrubs are proposed. A total of 26 street trees (Willow Oaks) are proposed along the street frontages and there are four end aisles to be planted with low-growing shrubs within the parking area.

A refuse container is shown at the rear of the building which will be properly screened in accordance with City requirements.

All HVAC units will be properly screened from view and the developer will pay a fee in lieu of sidewalk installation.

RECOMMENDATION: No action necessary. Planning Commission will have a recommendation for the Council's meeting on December 4, 2017.

Date: 11/14/2017

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

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

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

ssj



NOTICE OF CHANGE OF ZONE HEARING  
BEFORE THE PLANNING COMMISSION AND CITY COUNCIL  
TO CONSIDER AMENDMENTS TO THE GOLDSBORO ZONING CODE

Notice is hereby given that a public hearing will be held before the City Council and the Planning Commission of the City of Goldsboro, in the Council Chambers, upstairs in City Hall, 214 North Center Street, Goldsboro, North Carolina, at **7:00 p. m.** on **Monday, November 20, 2017.**

Z-10-17 J. Isaac Gurley Farms – Northeast corner of US Highway 13 North and Hood Swamp Road


The Tax Identification No. is 3620-84-8574. The property has a frontage of 760 ft. on U. S. Highway 13 North, a frontage of 1,060 ft. on Hood Swamp Road and a total area of approximately 8.84 acres. The present zoning classification is R-20A Residential. The proposed zoning classification is General Business Conditional District with site plan approval required separately.

The City Council of the City of Goldsboro may change the existing zoning classification of the entire area covered by the application or any part or parts of such area, to the classification requested, or to a higher classification or classifications without the necessity of withdrawal or modification of the application. Parties in interest and citizens shall have the opportunity to be heard and may obtain further information on the proposed change from the City of Goldsboro Department of Planning, City Hall Annex, 200 North Center Street, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

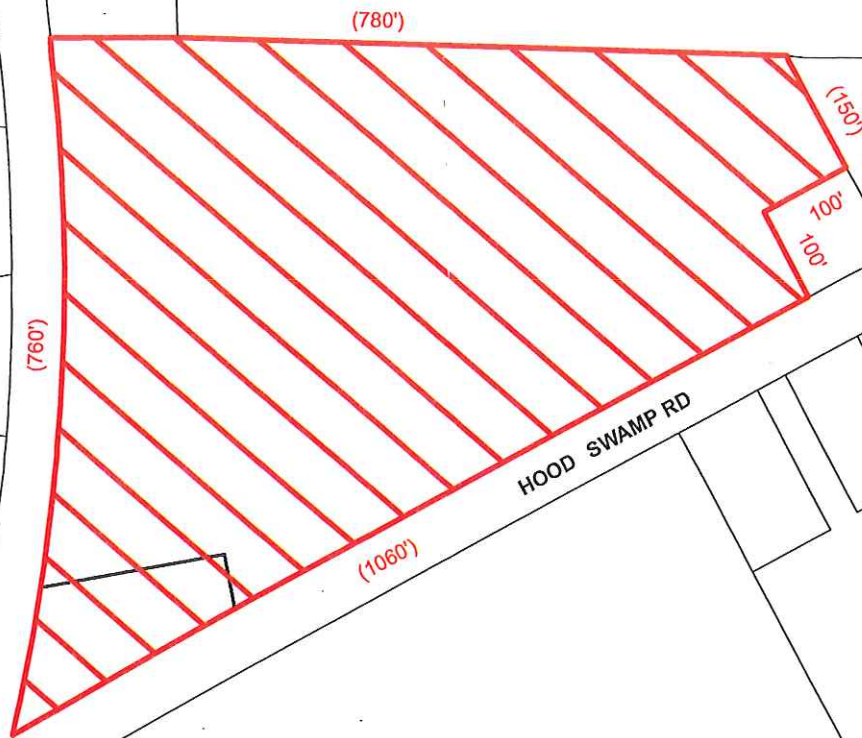
If you plan to attend and require an interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the hearing.

  
\_\_\_\_\_  
Laura Getz, Deputy City Clerk

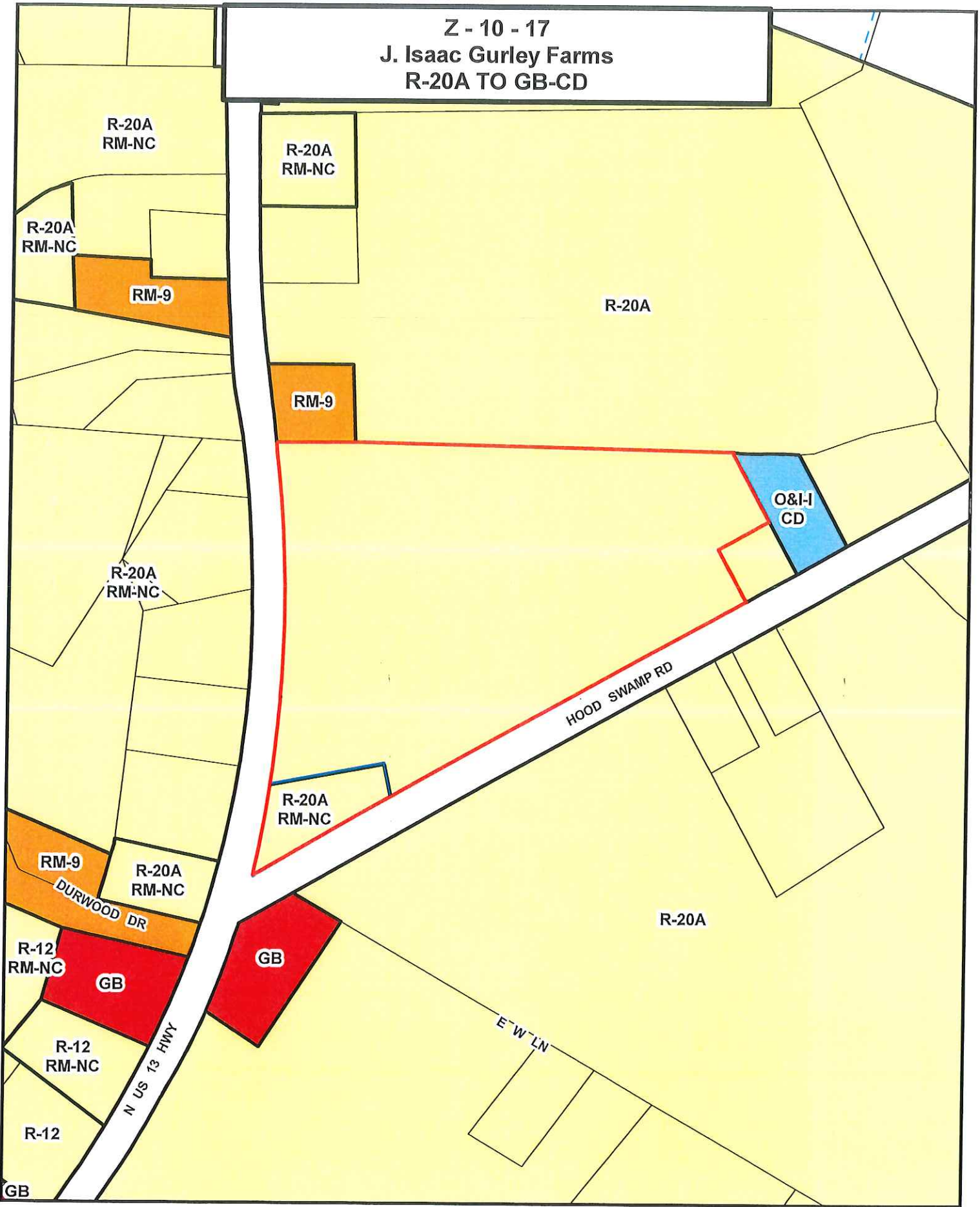
PUBLISH: November 2, 2017  
November 9, 2017

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

**Z - 10 - 17**  
**J. Isaac Gurley Farms**  
**R-20A TO GB-CD**



**Z - 10 - 17**  
**J. Isaac Gurley Farms**  
**R-20A TO GB-CD**





Z - 10 - 17  
J. Isaac Gurley Farms  
R-20A TO GB-CD





CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Economic Development, Historic Preservation and Urban  
Redevelopment Project Participation

BACKGROUND: A company is interested in investing in downtown. The scope of the project consists of six historic buildings that are currently vacant and in need of significant rehabilitation to make them productive once again. The project will effectively utilize every floor of each of the buildings and develop multiple mixed-use properties that will result in at least fifty-five (55) market-rate apartments and re-produce over twelve thousand (12,000) square feet of commercial, ready-to-lease space affecting a total of over sixty-eight thousand (68,000) square feet. The total project investment will be nearly \$11,000,000.

The project scope consists of the following properties: 200 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street.

The company is highly reputable and qualified in the field of historic rehabilitations for reuse and has conducted similar projects in multiple states and North Carolina cities.

Currently, these six properties contribute \$3,784 to the local tax revenues per year, including the County, City and Municipal Service District shares.

DISCUSSION: Due to the current state of these buildings, their historic value to our community, the economic impact a 100% utilization of their built space would create and the projected increase of City and County property tax revenues, the City and County are considering a partnership with the company to secure the private investment.

With this interest, the City and County have negotiated draft agreements that identify incentives to allow this project to move forward and that also specify certain expectations and assurances to protect the public's interest in the project.

A copy of the draft agreements are attached as part of this agenda item. Highlights of the incentives, expectations and assurances are as follows:

Incentives

The City will provide a \$300,000 loan to developer to apply toward the buildings' historic exterior façade improvements in return for the total \$10,700,000 project investment and the expected \$7,900,000 direct building improvement investments. This loan will be performance-based and only provided after certain developer benchmarks are achieved, such as approved buildings plans and permitting, 50% substantial completion of rehabilitations and issuance of a certificate of occupancy.

This will be a forgivable loan after a ten year period once the required performances specified in the agreement are met.

The City and County will provide an ad valorem, property tax-based performance grant to the developer for a period of ten years at varying levels over the period. Even with the grant and throughout the grant period, the revenues to the local municipalities will be greater than what the properties' currently generate. The anticipated total amount to be awarded to the developer over the ten year period will not exceed \$310,314. It is estimated that the City and County will receive \$73,938 and \$75,498, respectively, over the period in tax revenues. The City Municipal Service District will not be subject to grant participation and will realize \$8,225 in estimate annual tax revenues or \$82,250 over the ten year period. After the ten year grant period has expired, the return to the local municipalities' is expected to be no less than \$54,200 annually in property tax revenues.

In summary, the City and County will receive an estimated \$200,000 over what properties currently pay in property tax over the ten year period.

#### Expectations & Assurances

The agreements will assure the following:

Company shall spend no less than \$7,900,000 on real property improvements subject to ad valorem property tax of the six buildings.

Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) market-rate apartment units and the creation of at least 12,000 square feet of commercial space affecting at least 68,000 square feet of historic built space.

The improved buildings shall be completed in accordance with the Department of Interior's Standards for Historic Preservation.

Company shall comply with local land use, planning and development regulations.

In return for the public investment, the City will have a lien on the properties in the form of a promissory note and deed of trust. Release and termination from the promissory note and deed of trust will occur 10 years after final loan/grant payment is made and the assurances and expectations have been met as stipulated in the agreements.

Company will provide historic property easements to the City to assure the investment and the Company's historic treatment to the properties.

In addition, the City is negotiating rights to a portion of the roof at 139 W. Walnut Street to allow a wireless antenna access in return for the public's investment.

Recapture: If Company is at any time not current on taxes, fees, assessments or other amounts owed to City or County, the City and County will not be required to continue grant payments.

The timeline for the rehabilitation work to be completed is subject to the execution of this agreement but will be limited to a 24 month period, anticipated to be completed by April 2020 at this time.

If Company ceases to operate facilities at any time within the ten year period, a recapture of the grants is owed back to City and County based on the time this occurs within the ten year period.

The economic impacts of historic preservation and reinvestment of these buildings will be broad, significant and in accordance with the adopted vision of the 2007 Downtown Master Plan. Beyond the tax revenues, it is expected that the creation of 55+ market-rate apartments will contribute approximately \$612,000 annually to downtown business sales revenues based on North Carolina economic indicators. The creation of over 12,000 square feet of available rehabilitated commercial space will attract additional small businesses and create or retain jobs. The complete rehabilitation of six historic properties that have lacked reinvestment for decades and require significant construction to secure their future as part of our historic built stock is unquantifiable.

Outstanding items, such as the continuation of the federal historic preservation tax credit program, the ability of the company to secure a financial lender and other outstanding steps may impact the ability to move this project forward notwithstanding the subject agreements and local incentives.

RECOMMENDATION: By motion, accept and authorize the Mayor to sign the agreements subject to City Attorney review, approval and based on the intent, expectations and assurances as stated herein and intended.

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



\_\_\_\_\_  
Downtown Development Department Director

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

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

STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC  
PRESERVATION & URBAN REDEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF  
GOLDSBORO, COUNTY OF WAYNE  
AND COMPANY

**AGREEMENT**

This Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_, 2017 (the “Agreement Date”) by and between Company, a North Carolina limited liability company (the “Company”), the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the “City”) and the County of Wayne, North Carolina, a body politic and political subdivision of the State of North Carolina (the “County”).

**RECITALS**

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use within the Central Business District of at least fifty-five (55) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the “Project”), as further described in Section I.A. of this Agreement; and

WHEREAS, The City of Goldsboro adopted the 2007 Downtown Master Plan that set forth the City’s interest and desirability to create private investments in the downtown area that helped it to achieve the public’s established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City’s existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior’s Standards for Historic Preservation; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the

form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, said easements and restrictions shall be recorded in the Office of the Wayne County Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, “downtown revitalization projects.” The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project to be a “downtown revitalization project” of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones (“UPZs”) to help stimulate investment and job creation in economically distressed urban areas and North Carolina’s Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a “redevelopment area” because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, “programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area” may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, these properties have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City and County deem the financing provided to the Project, which will result in historic rehabilitation, reinvestment and reuse as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, the County and their citizens; and

WHEREAS, the City and County deem this Project to be: an economic development project that will spur job creation and result in an increase in property value where both government bodies will recoup its invested funds from revenue generated by improvements to the property and be a benefit to the public, and; address urban renewal of a blighted area as recognized by the State through its prior UPZ classification, and; aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on \_\_\_\_\_; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the County Board of Commissioners held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 21, 2017; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Dept. of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes. The City and County hereby acknowledge that the terms of this Agreement, including specifically a grant based on certain performance measures that may result in the reimbursement of a portion of property taxes, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City and County to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City, County and Company for the establishment, use and outcome of the incentive grant payments provided by the City and the County (the "Grant") to assure this Project's implementation.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

## **TERMS AND CONDITIONS**

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) by May 31, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties:

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN

2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

These properties are the scope of the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2018, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Funding of the Grant shall begin at the Company's written request as provided in Section II, below.

B. BUILD, OPEN AND OPERATE PROJECT. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

C. LANDMARK STATUS. As long as the properties meet the applicable requirements for local historic landmark status and the property is designated a local historic landmark by the historic preservation commission in accordance with North

Carolina law, the City and County will confer the maximum property tax benefit of such status, not to exceed a 50% property tax deferment, to the Company for such properties as are designated a local historic landmark. Local historic landmark status shall be designated on an individual property basis and shall not be conferred on the project as a whole. The property tax benefit shall only be applicable to such properties making up the project which meet the applicable requirements for said local historic landmark status.

II. CITY/COUNTY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City and County will begin funding the Grant to Company after certain project performance measures are met, as set forth in Sections A.

A. The Grant funding will begin with the first year that Company pays ad valorem property taxes associated with the Project and the Company presents copies of the Wayne County Tax Assessor's listing of tax value for the Project properties to the persons whom notice must be given in section IX along with a request that the incentive payments begin. Company shall update this information at least annually on the anniversary date of the first notification that the investment has been made for the term of this Agreement. Company will promptly provide to the Contacts such information evidencing compliance with this requirement as the City or County may request. The measuring date for purposes of calculating the investment shall be the "Base Year" of 2017.

1. The City and County agree to fund the Grant to Company, for a term of ten (10) years.

2. The Grant payments shall be calculated based on the assessed valuation of the property improvements for the Project for the applicable tax year as paid.

<b>COUNTY</b>	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Year Tax	0.006635	0.006635	0.006635	0.006635	0.006635	0.006635
Multiplied By:	X 90%	X 75%	X 60%	X 45%	X 30%	X 15%

<b>CITY</b>	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Base Year Tax	0.0065	0.0065	0.0065	0.0065	0.0065	0.0065
Multiplied By:	X 90%	X 75%	X 60%	X 45%	X 30%	X 15%

(i) "Assessed Valuation" means the Wayne County Tax Assessor's official valuation of the applicable real property for property taxation purposes, subject to the Wayne County's customary verification procedures and valuation procedures for subsequent years.

(ii) The 0.006635 number set forth above is the current ad valorem County tax rate. The 0.0065 number set forth above is the current ad valorem City tax rate. The number may vary based on the applicable year in which each Grant payment is calculated and paid.



(iii) “Tax Year” means the calendar year preceding the payment of an annual Grant payment. For instance, for a 2015 investment, the increase in a property’s value will be captured by the Tax Assessor in 2016 values (January 1, 2016). Ad valorem taxes are billed each August and are due without penalty by the following January 6.

3. Both parties agree that calculation of the incentives is based on the valuation of the Company’s Project by the Wayne County Tax Assessor. If the value of the Project properties (or any part of them) is disputed by the Company, its agents, employees or lawyers, then this Agreement is tolled provided that the Company notifies the City and County in writing that it has made such appeal, until the value is determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City and County the dispute of valuation is resolved.

4. The City and County will pay the Grant to Company in each of the first ten years, as outlined above, in which Company pays taxes for real property located within the Project, provided that the provisions of this Section II have been met and that Company has requested such Grant payment in writing (including written proof of payment of its City and County ad valorem property taxes for the year for which the Company is seeking the Grant). The City, County and Company each are entitled to receive from one another such public records related to the Company’s real property investment in the Project as each may reasonably request.

5. No later than March 31 after the first year of property taxation on the Project investment AND a written request from the Company, the City and County shall pay the first annual Grant payment to the Company, provided that the data requested under this Section II is verified by City and County staff. City staff may request and are entitled to receive any documents Company gave or showed to the County to allow the County to ascertain the values of the Company’s real property for tax purposes. The real property valuations made by the County Tax Assessor are deemed by both parties to be the conclusive and final determination of the investments made by the Company; provided, that the Company does not waive any rights it may have to challenge any assessment under the City’s or County’s standard procedures and processes. The City and County shall not make any Grant payments based on the values of disputed investments. The City and County shall make the Grant payments in subsequent years provided that Company has met all of the requirements for each successive year as set forth herein and submits documents as required in Section IX.C. accompanied by a request for payment.

6. In no event will the Grant payment for any year exceed 90% of the City or County property taxes paid by the Company with respect to the Project for the corresponding year. In no case shall the City or County make any Grant payment(s) for any year and any subsequent year during which the Company ceases operations (“ceases operations”, as used herein and hereafter, includes but is not

limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

### III. REDUCTION AND RECAPTURE OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City or County by Company related to the Project at the time a Grant payment is to be paid, the City and County may set off from any Grant any amount(s) so owed by Company to City or County.

B. All Company project real property investment must be made by May 31, 2020. If, for any reason, Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), or any part thereof by May 31, 2020, the City and County will have no further responsibility to pay the grant.

C. The City and County are not required to make any Grants to Company at any time after any public announcement by Company of its plan to cease operations at the Project.

D. The City and County are not required to make any Grants to Company at any time after Company or any of its affiliates owning the Project file bankruptcy, any obligation of the City and County to participate in any further grants shall be terminated.

E. The provisions of this Section III survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City and County, and their officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City or County. The City and County agree that none of the foregoing shall be construed to release the City or County from the obligations it has undertaken elsewhere in this Agreement, in connection with the Grant or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City and County have not designed the Project, that the City and County have not supplied any plans or specifications with respect thereto and that the City and County: (a) are not a manufacturer of, or

dealer in, any of the component parts of the Project or similar facilities, (b) have not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) have not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City and County make no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City/County and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City and County.

The provision of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate after the City and County have made the last of the Grant payments required by this Agreement. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City and County, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City and County; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. REPRESENTATIONS.

*The Company represents as of the date of this Agreement as follows:*

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

F. The City shall make every effort to include the amounts of the Grant payments in the annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

***The County represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the County (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the County's knowledge, there is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the County's knowledge at the time of execution of this Agreement, the County is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the County's knowledge at the time of execution of this Agreement, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

F. The County shall make every effort to include the amounts of the Grant payments which are provided herein in its annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE COUNTY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE COUNTY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

#### IX. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

#### C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

With Copy to:

And a Copy to:

If to the City:

City Manager  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC, 27533/27530

With copy to:

City Attorney  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC, 27533/27530

Requests for Disbursements to:

Downtown Development Office  
ATTENTION: Incentive Grants Payment Request  
219 N. John Street  
Goldsboro, NC 27530

With a copy to:

Finance Director  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC 27533/27530

If to the County:

County Manager  
County of Wayne  
224 East Walnut Street  
PO Box 227  
Goldsboro, NC 27530

With a copy to:

County Attorney  
County of Wayne  
224 East Walnut Street  
PO Box 227  
Goldsboro, NC 27530

Requests for Grants to:

Tax Administrator  
Attn: Incentive Grants Payment Request  
224 E Walnut Street  
Goldsboro, NC 27530

Finance Director  
Attn: Incentive Grants Payment Request  
224 E Walnut Street  
Goldsboro, NC 27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, shall be declared null and



void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

*[Signature Follow on the Following Pages]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

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

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

**CITY:**

**CITY OF GOLDSBORO**

By: \_\_\_\_\_  
Melissa Corser, City Clerk

By: \_\_\_\_\_  
Chuck Allen, Mayor

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

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

By: \_\_\_\_\_  
Kaye Scott, Finance Director  
City of Goldsboro, North Carolina

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

**COUNTY:**

**COUNTY OF WAYNE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Bill Pate, Chairman County Commissioners

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

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

By: \_\_\_\_\_  
Allison Speight, Finance Director  
County of Wayne, North Carolina

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

## Exhibit A

### COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the City) and Company, a North Carolina limited liability company (hereafter the Company) both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

1. These covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those covenants.

2. The Company covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County any incentives funded to the Company pursuant to any agreement between the Company, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these covenants.
9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Company will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.
14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of



this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these covenants and restrictions, the City may enforce the remedies set forth herein and all legal and equitable remedies, including injunctive relief, specific performance, and damages shall be available to the City. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina  
State Historic Preservation Office  
Department of Cultural Resources  
Office of Archives and History  
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

STATE OF NORTH CAROLINA  
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC  
PRESERVATION & URBAN REDEVELOPMENT  
AGREEMENT BETWEEN THE CITY OF  
GOLDSBORO AND COMPANY  
**AGREEMENT**

This Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_, 2017 (the “Agreement Date”) by and between Company, a North Carolina limited liability company (the “Company”), and the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the “City”).

**RECITALS**

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use within the Central Business District of at least fifty-five (55) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the “Project”), as further described in Section I.A. of this Agreement; and

WHEREAS, The City of Goldsboro adopted the 2007 Downtown Master Plan that set forth the City’s interest and desirability to create private investments in the downtown area that helped it to achieve the public’s established vision for downtown; and

WHEREAS, the Downtown Master Plan established a need for mixed-use development projects that utilize the City’s existing historic buildings, rehabilitates them and puts them back into productivity for all of downtown and Goldsboro; and

WHEREAS, the City established a Goldsboro Historic District by Ordinance 1983-61 adopted on December 5, 1983 and the Historic District Commission by Ordinance 1981-20 adopted on May 18, 1981 as permitted and regulated by the North Carolina General Assembly General Statutes 160A-400.1-400.14; and

WHEREAS, the City established said ordinances because historic sites and structures are valued and important assets of Goldsboro and it is recognized that protecting and conserving these sites and structures is vital to the preservation of the heritage of Goldsboro; and

WHEREAS, the buildings being considered for redevelopment will result in historic preservation activities of the highest standard established by the Department of Interior’s Standards for Historic Preservation including the rehabilitation and/or improvement to the historic exterior façade of the Project’s buildings; and

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located

upon the Project, said easements and restrictions shall be recorded in the Office of the Wayne County Register of Deeds in form and substance substantially similar to Exhibit A; and

WHEREAS, North Carolina General Statutes Chapter 160A, Article 23, allows municipalities to create Municipal Service Districts (MSD) or Business Improvement Districts in downtown areas for downtown revitalization that creates a special taxing district that municipalities can establish to fund, among other services or functions, “downtown revitalization projects.” The statutes describe downtown revitalization projects as services, functions, and developmental activities intended to further the economic well-being of the downtown area, and permit the promotion of business investment in the downtown area; and

WHEREAS, the City established a MSD by ordinance 1977-102 and considers the Project for which it is providing a loan to be a “downtown revitalization project” of significance; and

WHEREAS, North Carolina General Statutes § 143B-437.09 allows municipalities to create Urban Progress Zones (“UPZs”) to help stimulate investment and job creation in economically distressed urban areas and North Carolina’s Urban Redevelopment Law, G.S. Chapter 160A, Article 22, authorizes a local government to exercise special statutory powers within a designated geographic area called a “redevelopment area” because the growth of the area is impaired by the presence of dilapidated or obsolete buildings, overcrowding, or other unsafe conditions, or in danger of becoming blighted; and

WHEREAS, “programs of assistance and financing, including the making of loans, for rehabilitation, repair, construction, acquisition, or reconditioning of residential units and commercial and industrial facilities in a redevelopment area” may be utilized in a redevelopment area under the Urban Redevelopment Law; and

WHEREAS, the state previously adopted two UPZs for the City and the Project for which this loan is being made is contained within the boundaries of the area previously designated by the state as a UPZ; and

WHEREAS, these properties have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City deems the making of this loan and the rehabilitation of the Project, which will result in historic rehabilitation, reinvestment and reuse as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, and its citizens; and

WHEREAS, the City deems this Project to be: an economic development project that will spur job creation and result in an increase in property value where the City will recoup its invested funds from revenue generated by improvements to the property and be a benefit to the public, and; address urban renewal of a blighted area as recognized by the State through its prior UPZ classification, and; aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on \_\_\_\_\_; and

WHEREAS, the Company fully intends to repair and rehabilitate the Project according to the standards of the US Dept. of the Interior Standards for Historic Preservation, attached hereto and incorporated herein by reference, and all City, County, and North Carolina standards and codes including rehabilitation and/or improvements to the historic exterior façade of the Project's buildings. The City hereby acknowledges that the terms of this Agreement, including specifically a forgiveness of indebtedness, if measures are achieved, as described in this Agreement, constitute a dispositive inducement to the City to enter into this Agreement. Similarly, the Company hereby acknowledges that its decision to rehabilitate the Project resulted from the offer of local incentives and other assistance described in this Agreement and that such local incentives and other assistance serve a valid public purpose; and

WHEREAS, the following Agreement will serve as the contractual agreement between the City and the Company for the establishment, use and outcome of the land and forgiveness of debt to assure this Project's implementation and the rehabilitation and/or improvements to the historic exterior façade of the Project's buildings.

NOW, THEREFORE, for and in consideration of the mutual covenants, including those attached hereto in Exhibit A and incorporated herein by reference, and agreements set forth herein, the parties hereby agree to the following:

### **TERMS AND CONDITIONS**

I. COMPANY INVESTMENT. In return for the assistance and consideration being provided by the City under the terms of this Agreement, Company agrees as follows:

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) by May 31, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties:

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

These properties are the scope of the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2018, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

Disbursement of loan proceeds shall begin at the Company's written request as provided in Section II, below.

#### B. BUILD, OPEN AND OPERATE PROJECT.

1. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including at least fifty-five (55) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown.

2. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law.

3. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.

4. Company agrees to maintain and operate all units within this Project at market-rate rental rates consistent with the then current market-rate level for downtown Goldsboro from the time the Project receives a Certificate of Occupancy, unless otherwise agreed upon between the parties in writing amending this agreement.

II. CITY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City will provide a Three Hundred Thousand Dollar (\$300,000.00) performance based loan to Company (the "Loan") paid out after certain project performance measures are met and provided that the provisions of this Agreement are met, the loan will be forgiven. Prior to funding of the loan, the Company shall grant the City a subordinate lien on the properties, until specified in Section II, Paragraph B, Subparagraph 3. The City's lien shall be in the form of a Promissory Note and Deed of Trust in form acceptable to both the City and the Company, which Deed of Trust shall be subordinate to all other purchase money and construction Deeds of Trust encumbering the Project resulting from the rehabilitation of the Project. The City agrees to execute all additional documentation required by the Company's investors and lenders to evidence the subordinate nature of the City's lien on the Project as to those Deeds of Trust incurred in the rehabilitation of the Project.

A. In consideration of the Company's agreement to conduct the Project and to subject the Project to the covenants contained in "Exhibit A", the City will provide the Loan pursuant to the terms set forth in Section B to the Company.

B. The Loan shall be distributed in three installments of One Hundred Thousand and No/100 Dollars (\$100,000.00) each during the course of construction. Each disbursement shall be issued only after the Company provides a written request for the specific installment, along with the enumerated approval, permit or certificate documentation to the Project Coordinator at the address listed in Section IX. The disbursement of the Loan will be paid out as described below. In consideration for receiving the Loan, Company will grant the City a lien on the properties in the form of a promissory note and deed of trust, in form satisfactory to the Company and City. Satisfaction of the promissory note and release and termination of the deed of trust will occur 10 years after No. 3 below occurs and in accordance to Section III, Paragraph E of this Agreement.

1. The first disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made upon approval of the Company's construction plans and issuance of a building permit by the City for rehabilitation of two of the properties located at 135 W. Walnut Street and 139 W. Walnut Street.

2. The second disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made upon acknowledgment by the Company and the City Inspections Department that the rehabilitation of 135 W. Walnut Street and 139 W. Walnut Street have reached 50% of the total project construction and that the Company has submitted construction plans and received building permits for



the remaining four properties, located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street.

3. The third and final disbursement will be made when Company has received a Certificate of Occupancy for each of the Project properties within the Project Scope and the final disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be given to fulfill the Three Hundred Thousand and No/100 Dollar (\$300,000.00) incentive.

D. In no case shall the City make any disbursement of funds for any year and any subsequent year during which the Company ceases operations ("ceases operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

### III. REDUCTION AND RECAPTURE OF INCENTIVES.

A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time a loan disbursement is to be made, the City may set off from any disbursement amount(s) so owed by Company to City.

#### B. TIMELINE FOR INVESTMENT.

1. All investment must be made by May 31, 2020. All written disbursement requests must be submitted not later than May 15, 2020.

2. If for any reason Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000), or any part thereof by May 31, 2020, the City will have no further responsibility to make loan disbursements after May 31, 2020.

C. If Company ceases to operate any property constituting the Project at any time within ten years of the effective date of this Agreement, then Company shall not be entitled to any further loan disbursements otherwise due the Company under this Agreement.

D. The City is not required to make any disbursements to Company at any time after any public announcement by Company of its plan to cease operations at the Project or at any time after Company or any of its affiliates owning the Project file bankruptcy.

E. If the Company, at its election, either ceases operations at any property constituting the Project or otherwise ceases to use the Project for the purposes contemplated herein, in either case within ten years after the construction completion and Certificate of Occupancy issuance for each building included in the Project (the "Final CO Date"), for any reason other than nonperformance by the City of its covenants under this Agreement, then, at the City's request, the Company shall refund to the City a percentage of the Loan previously funded to the Company, in each case depending on the year in which the Company ceases operations at any of the properties constituting the Project, as determined by the following:

Year 0-2:	100%
Year 3-4:	85%
Year 5-6:	50%
Year 7-8:	35%
Year 9-10:	15%

F. The provisions of this Section III survive the termination of this Agreement.

IV. INDEMNIFICATION AND LIMITATIONS. Company will indemnify and hold harmless the City, and its officers and employees (the "Indemnified Parties"), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification (i) is not contrary to law and (ii) shall not apply to third party claims arising out of or relating to a negligent act or omission of the City. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement, in connection with the Loan or otherwise. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

V. DISCLAIMER OF WARRANTIES. Company acknowledges that the City has not designed the Project, that the City has not supplied any plans or specifications with respect thereto and that the City: (a) is not a manufacturer of, or dealer in, any of the component parts of the Project or similar facilities, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Project or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Project or any component part thereof or any property or rights relating thereto at any stage of the construction thereof, and (c) has not made any warranty or other representation, express or implied, that the Project or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

The City makes no express or implied warranty or representation of any kind whatsoever with respect to the Project or any component part thereof, including but not limited to any warranty or representation with respect to the merchantability or the fitness or suitability thereof for any

particular purpose, and further including the design or condition thereof, the safety, workmanship, quality, or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Project's ability to perform any function; or any other characteristic of the Project; it being agreed that as between the City and Company, Company is to bear all risks relating to the Project, the completion thereof or the transactions contemplated hereby and Company hereby waives the benefits of any and all implied warranties and representation of the City.

The provision of this Section V shall survive the Agreement's termination.

VI. TERMINATION OF AGREEMENT. This Agreement shall terminate ten (10) years after the date of the last Certificate of Occupancy issued by the City for the properties within this Project scope. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.

VII. ASSIGNMENTS. The Company shall not assign this Agreement or any portion thereof without the written consent of the City, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

#### VIII. REPRESENTATIONS.

***The Company represents as of the date of this Agreement as follows:***

A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.

B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.

C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.

D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

***The City represents as of the date of this Agreement as follows:***

A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.

B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.

C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.

D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.

E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

F. The City shall make every effort to include the amounts of the Loan payments in the annual budget ordinance.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT

SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY'S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS PARAGRAPH AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS PARAGRAPH TAKES PRIORITY.

IX. MISCELLANEOUS

A. DEFINITIONS. All terms with initial capitals used in this Agreement and not otherwise defined will have the meanings ascribed to those terms in the Webster's Third New International Dictionary.

B. GOVERNING LAW. The parties intend that the law of the State of North Carolina will govern this Agreement.

C. NOTICES.

1. Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.

2. Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or after being deposited in the mails by first-class certified mail, postage prepaid, and addressed as follows:

If to Company:

With Copy to:

And a Copy to:

If to the City:

City Manager  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC, 27533/27530

With copy to:

City Attorney  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC, 27533/27530

Requests for Disbursements to:  
Downtown Development Office

ATTENTION: Incentive Grants Payment Request  
219 N. John Street  
Goldsboro, NC 27530

With a copy to:

Finance Director  
City of Goldsboro  
PO Drawer A, 200 N. Center Street  
Goldsboro, NC 27533/27530

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

D. NON-BUSINESS DAYS. If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.

E. ENTIRE AGREEMENT, AMENDMENTS. This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.

F. BINDING EFFECT. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.

G. TIME. Time is of the essence in this Agreement and each and all of its provisions.

H. LIABILITY OF OFFICERS & AGENTS. No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

I. COUNTERPARTS. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

J. PROVIDE W-9 TO CITY & COUNTY. Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.

K. DISSOLUTION OF COMPANY. If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, shall be declared null and void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

L. NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION. The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.

M. FORCE MAJEUR. Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

N. SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such

provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

O.       AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

P.       EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

***[Signature Follow on the Following Pages]***



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**COMPANY:**

By: \_\_\_\_\_  
Managing Member

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

**CITY:**

**CITY OF GOLDSBORO**

By: \_\_\_\_\_  
Melissa Corser, City Clerk

By: \_\_\_\_\_  
Chuck Allen, Mayor

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

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

By: \_\_\_\_\_  
Kaye Scott, Finance Director  
City of Goldsboro, North Carolina

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

## Exhibit A

### COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the "Subject Property", are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the City) and Company, a North Carolina limited liability company (hereafter the Company) both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Company both desire that the Subject Property shall retain its historically and architecturally significant features, while being sympathetically adapted and altered, where necessary, to provide for contemporary uses; and

WHEREAS, the City acquires certain rights pursuant to historic preservation agreements that will insure that structures located within the state of North Carolina of recognized historical and architectural significance are preserved and maintained for the benefit of future generations; and

WHEREAS, the North Carolina General Assembly has enacted the Historic Preservation and Conservation Agreements Act validating restrictions, easements, covenants, conditions or otherwise, appropriate to the preservation of a structure or site historically significant for its architectural, archeological or historical associations; and

WHEREAS, the City and the Company have entered into an Agreement for the purposes of the provision of an incentive to aid in the rehabilitation, redevelopment of the Subject Property for historic preservation, economic development, and downtown revitalization within the context of the Goldsboro municipal service district and a previously designated urban progress zone.

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

1. These covenants shall be administered by the City, its successors in interest or assigns; and in all subsequent conveyances of Subject Property, the City, its successors in interest or assigns shall be the sole party entitled to administer these covenants. In the event that the City, or its successors in interest by corporate merger cease to exist, then in such event the City shall assign all of its rights and interests in these easements, covenants, and conditions subject to such duties and obligations which it assumes hereby to a non-profit corporation of responsibility which exists for substantially the same purpose (as described hereinabove); if no such corporation be available for such assignment then, under such circumstances such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those covenants.

2. The Company covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County any incentives funded to the Company pursuant to any agreement between the Company, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these covenants.
9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Company will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.
14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of

this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

16. In the event of a violation of these covenants and restrictions, the City may enforce the remedies set forth herein and all legal and equitable remedies, including injunctive relief, specific performance, and damages shall be available to the City. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.



North Carolina  
State Historic Preservation Office  
Department of Cultural Resources  
Office of Archives and History  
Division of Historical Resources



The Standards that follow were originally published in 1977 and revised in 1990 as part of Department of the Interior regulations (36 CFR Part 67, Historic Preservation Certifications). They pertain to historic buildings of all materials, construction types, sizes, and occupancy and encompass the exterior and the interior of historic buildings. The Standards also encompass related landscape features and the building's site and environment as well as attached, adjacent or related new construction.

The Standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Informal Bid Request #2017-017 – Wayne Memorial Greenway Construction and Mina Weil Paving

BACKGROUND: On October 17, 2017 in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the construction of the Wayne Memorial Greenway and paving and striping of the parking lot at Mina Weil Park.

The City received three (3) bids for this project. A bid tabulation sheet is attached for Council's information.

DISCUSSION: Staff has recommended the 8' wide paved trail for the greenway construction and paving/striping of 29 parking spaces at Mina Weil Park. Barnhill Contracting Company was the low bid at \$93,530 for the greenway construction and \$11,550.30 for Mina Weil Park paving/striping.

The bids were reviewed by the Parks and Recreation staff, checked for accuracy, and found to be in order. Funding is available through the PARTF and Recreation Trails Program Grants.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to enter into a contract with Barnhill Contracting Company in the amount of \$105,080.30.

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

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

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A  
CONTRACT WITH BARNHILL CONTRACTING COMPANY

WHEREAS, the City of Goldsboro wishes to enter into a contract with Barnhill Contracting Company for the construction of the Wayne Memorial Greenway and paving/stripping of the parking lot at Mina Weil Park; and

WHEREAS, Barnhill Contracting Company was the low bidder for this project for a total cost of \$105,080.30.

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

1. The Mayor and City Clerk are hereby authorized to sign a contract with Barnhill Contracting Company.
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

**BID TABULATION**  
**FB 2017-017 INFORMAL BID**

**PROJECT OWNER:** CITY OF GOLDSBORO

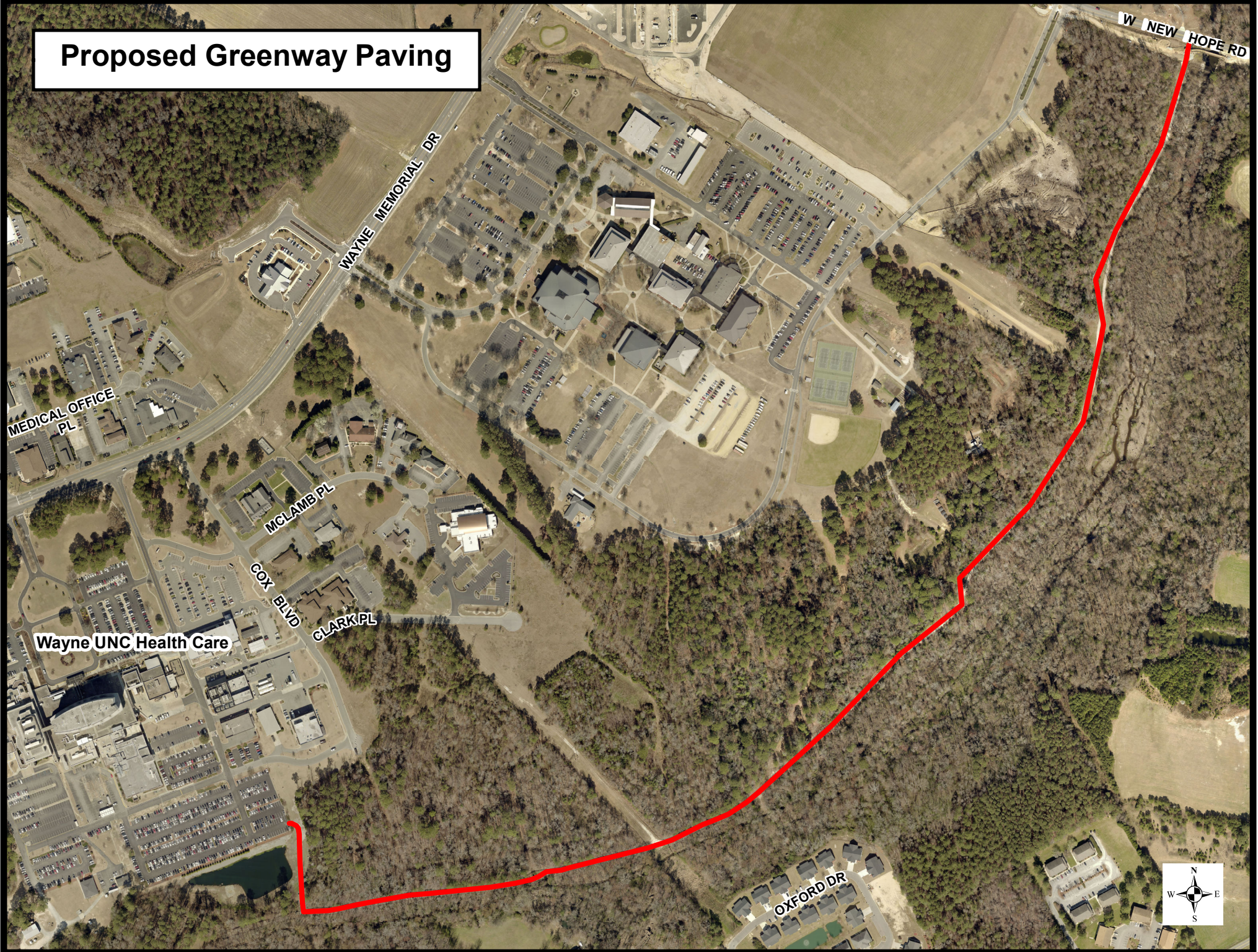
**PROJECT DESCRIPTION:** Wayne Memorial Greenway Construction/Mina Weil Paving

**BID OPENING DATE/TIME:** October 17, 2017 @ 2 p.m.

<u>CONTRACTOR</u>	<u>LICENSE NUMBER</u>	<u>Bid Bond</u>	<u>E-Verifv</u>	<u>MBE</u>	<u>WM Greenway Option A</u>	<u>WM Greenway Option B</u>	<u>Mina Weil Paving/ Striping</u>
Barnhill Contracting Company PO Box 399 Kinston, NC 28502 Phone: 252-527-8021	3194	✓	✓	✓	\$ 105,047.50	\$ 93,530.00	\$ 11,550.30
Hine Sitework, Inc. PO Box 1275 Goldsboro, NC 27533 Phone: 919-736-8990	52225	✓	✓	✓	\$ 251,300.00	\$ 220,700.00	\$ 35,900.00
S.T. Wooten Corporation PO Box 2408 Wilson, NC 27894 Phone: 252-291-5165	2835	✓	✓	✓	\$ 259,560.00	\$ 256,560.00	\$ 70,450.00



# Proposed Greenway Paving





CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

**SUBJECT:** FY 2017-18 Budget Amendment – 135<sup>TH</sup> USCT Living History Donation

**BACKGROUND:** At the October 2, 2017 Council Meeting, historical preservationists presented information on the 135<sup>th</sup> U.S. Colored Troop (USCT) based in North Carolina. In an effort to build interest in North Carolina about the true role of the black soldiers who fought in the Civil War, a research commission was organized in Goldsboro.

**DISCUSSION:** After many years of research and strong support from the local and state community, there are plans for a Civil War living history weekend on April 6-8, 2018 in Goldsboro. The Lost Troop weekend will include exhibits, symposiums with guest speakers, period music and encampment which will be free and open to the public.

The research commission requested a donation of \$5,000 to assist with expenses with this historic weekend in Goldsboro.

**RECOMMENDATION:** It is recommended that the attached budget ordinance be adopted which will be decreasing the Unassigned Fund Balance of the General Fund by \$5,000.

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

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

ORDINANCE NO. 2017-

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE  
CITY OF GOLDSBORO FOR THE 2017-2018 FISCAL YEAR

WHEREAS, the City Council is interested in donating to the 135<sup>th</sup> USCT Living History Weekend in Goldsboro; and

WHEREAS, this donation would assist with expenses associated with the April 6-8, 2018 Living History Weekend; and

WHEREAS, the amount of the donation is \$5,000; and

WHEREAS, since the funds were not appropriated in the budget for FY 2017-2018, the City of Goldsboro needs to appropriate \$5,000 in the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2017-2018 be amended by:

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$5,000.
2. Establishing the line item entitled "USCT Donation" (11-7310-3706) in the Special Expense Division in the amount of \$5,000.
3. This Ordinance shall be in full force and effect from and after the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Approved as to form only:

Reviewed by:

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

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Resolution for the Construction of the Concession/Restroom Facility - Multi-Sports Complex

BACKGROUND: The City of Goldsboro and the U.S. Air Force signed a lease for the construction of a 62-acre multi-sports complex. At the October 2, 2017 meeting, Council approved the design agreement for the concession/restroom facility with Daniels and Daniels.

DISCUSSION: Daniels and Daniels has submitted a design-build agreement that includes the construction of a 4,800-foot restroom and concession building. The proposed cost for the design-build construction is \$691,350.

Recreation Bonds have sufficient funding available for this project.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to enter into a design-build contract with Daniels and Daniels for the construction of the restroom and concession facility at the Multi-Sports Complex in the amount of \$671,350.

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

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

RESOLUTION NO. 2017-

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN A  
CONTRACT WITH DANIELS AND DANIELS

WHEREAS, the City of Goldsboro wishes to enter into a contract with Daniels and Daniels for the design-build of the restroom and concession building; and

WHEREAS, Daniels and Daniels proposed construction cost for this project is \$671,350.

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

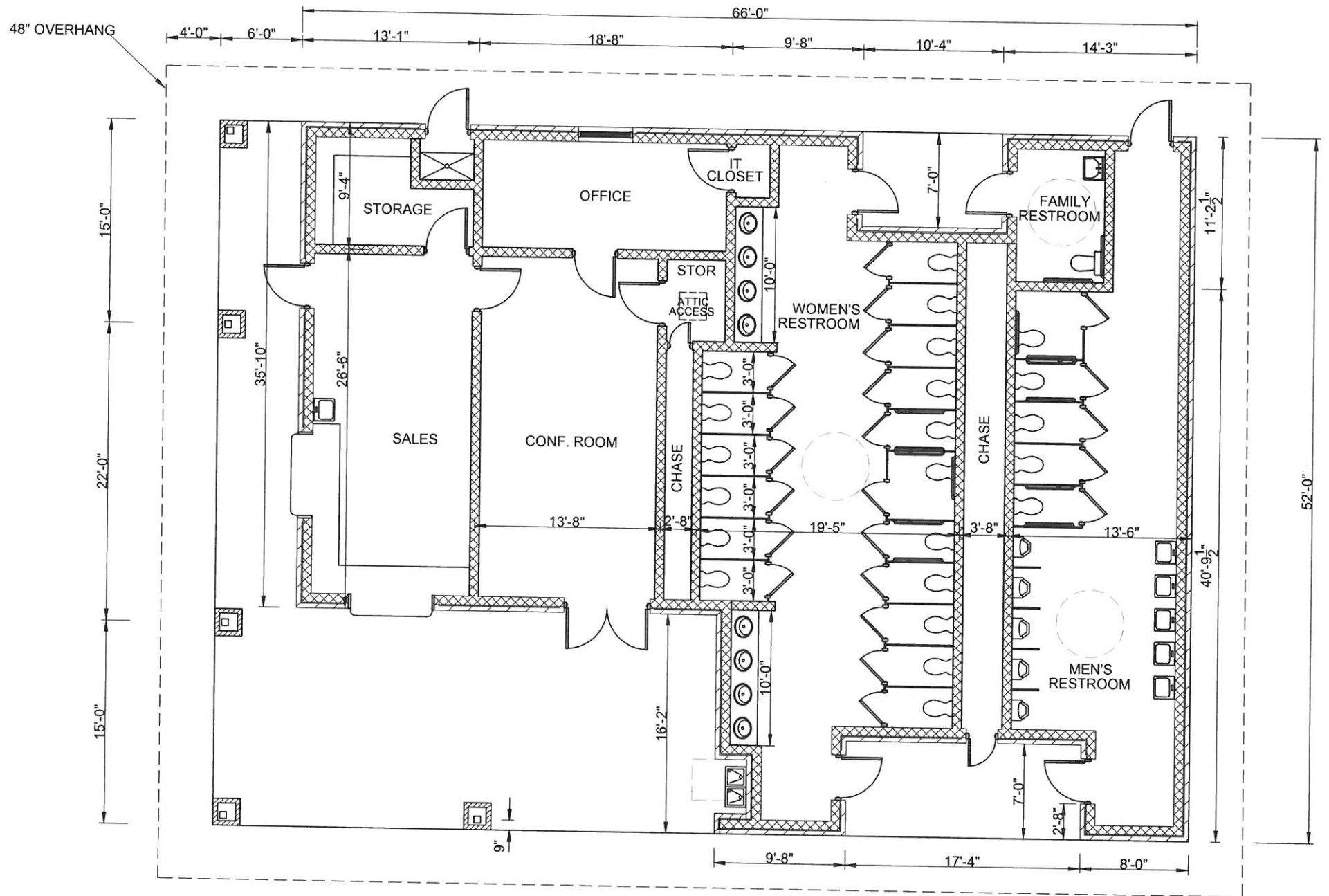
1. The Mayor and City Clerk are hereby authorized to sign a contract with Daniels and Daniels.
2. This Resolution shall be in full force and effect from and after this the \_\_\_\_ day of \_\_\_\_\_ 2017.

Approved as to Form Only:

Reviewed by:

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

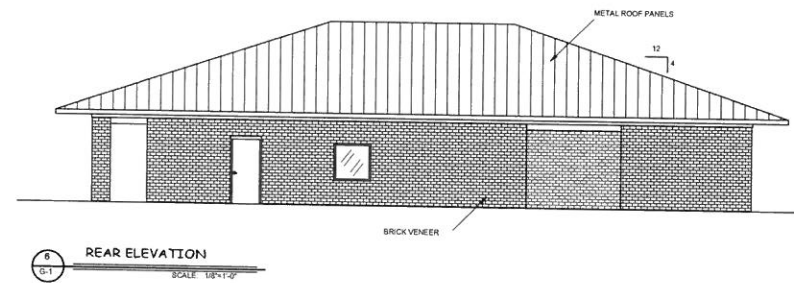
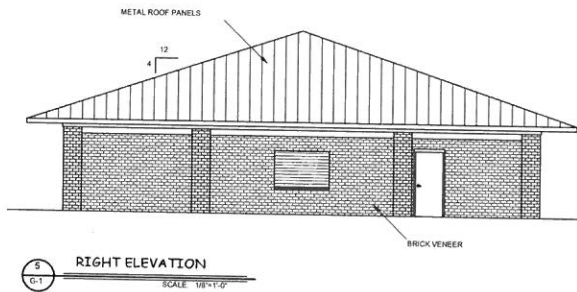
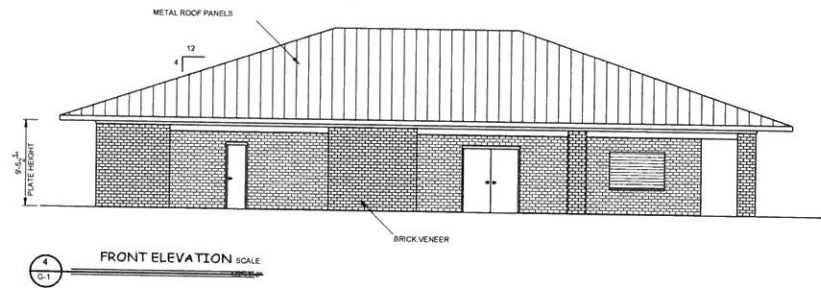
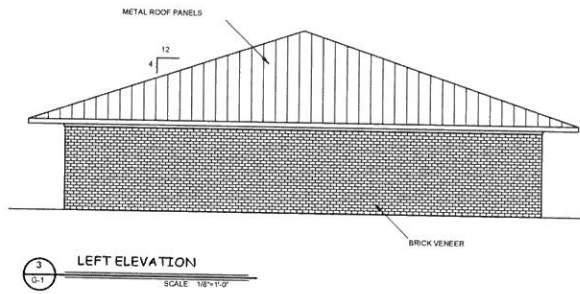
\_\_\_\_\_  
City Manager



1  
G-1

# FLOOR PLAN

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



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
November 20, 2017

**SUBJECT:** Approve Compost Bulk Pricing

**BACKGROUND:** Since January 2017, the City of Goldsboro has charged its bulk buyers \$8.00 per cubic yard for both compost and mulch. A thirty-pound bag of compost is sold at \$2.00 per bag for a typical order of one hundred bags. A bulk buyer of compost must purchase a minimum of 20 cubic yards during a calendar year.

**DISCUSSION:** Compost sales have increased steadily over the last two years. It is time to consider increasing the price of compost to help offset the costs of the operation of the Compost Facility. As of January 1, 2018, it is recommended the pricing for compost will be \$9.00 per cubic yard (an increase of \$1.00/cu.yd.) for quantities over 20 cubic yards at the time of advance purchase for the calendar year, \$15.00 per cubic yard for bulk compost less than 20 cubic yards, remain the same at \$2.00 per 30-lb. bag (minimum order of 100 bags), mulch will be decreased to \$6.00 per cubic yard (a decrease of \$2.00/cu.yd.).

**RECOMMENDATION:**

1. It is recommended that the City Council approve compost pricing as follows: \$9.00/cubic yard for compost purchases over 20 cubic yards at the time of advance purchase, \$15.00/cubic yard for compost, \$2.00 per 30-lb. bag (minimum order of 100 bags) for regular bulk buyers, and \$6.00/cubic yard for mulch.
2. This Resolution will be in full force and effect from and after the 20<sup>th</sup> day of November 2017.

Date: \_\_\_\_\_  
Michael Wagner, Deputy Public Works Director-Utilities

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



RESOLUTION NO. 2017-  
RESOLUTION AMENDING COMPOST PRICING

WHEREAS, the City of Goldsboro produces and sells high quality bulk compost to commercial landscapers, nurseries, and similar businesses; and

WHEREAS, it is in the City's best interest to increase compost revenues to offset operational costs; and

WHEREAS, compost sales have been strong.

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

1. A new price of \$9.00/cubic yard for compost purchases over 20 cubic yards at the time of advance purchase for the calendar year.
2. A new price of \$15.00 per cubic yard of compost be established, effective for new bulk compost buyers as of December 1, 2017 and existing bulk compost buyers as of January 1, 2018.
3. A new price for bulk mulch at \$6.00 per cubic yard.

This Resolution shall be in full force and effect from and after this 20th day of November 2017.

Approved as to Form Only:

Reviewed by:

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City Attorney

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City Manager

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
November 20, 2017 COUNCIL MEETING

**SUBJECT:** Budget Amendment - 2017-2018 Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs (HOME)

**BACKGROUND:** The City of Goldsboro will receive \$300,854 in CDBG funds and \$158,231 in HOME funds from the U.S. Department of Housing and Urban Development (HUD) for fiscal year 2017-2018.

These grant funds will be used throughout the City of Goldsboro for activities set forth in the FY 2017-2018 Annual Action Plan:

1. Housing Rehabilitation
2. Hazardous Material  
(Testing and Monitoring)
3. Homebuyer Assistance
4. Public Facilities & Improvements
5. Public Services
6. CHDO Activity
7. Economic Development
8. Transitional Housing
9. Program Administration

The City was granted a 100% HOME Match Reduction for FY17-18. Therefore, the City is not required to provide local matching funds for the \$158,231 in HOME this allocation. Further, monies have been budgeted from the City's General Fund to cover unfunded administrative costs associated with the CDBG and HOME Programs for fiscal year 2017-2018.

**DISCUSSION:** Since the Release of Funds for these two grants occurred after the adoption of the 2017-2018 Operating Budget, monies to carry out activities under these two programs are not reflected in the current budget. The City's Budget Ordinance must be amended prior to the expenditure of these funds.

RECOMMENDATION: By motion, adopt the attached Ordinance amending the 2017-2018 Budget Ordinance in order to permit the expenditure of funds for activities included under the City's CDBG and HOME Programs.

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

\_\_\_\_\_  
Community Relations Director

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

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

SSC

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

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
OF THE CITY OF GOLDSBORO  
FOR THE 2017-2018 FISCAL YEAR**

WHEREAS, the City of Goldsboro has been designated an "Entitlement City" and will receive \$300,854 in Community Development Block Grant (CDBG) funds from the Department of Housing and Urban Development for Fiscal Year 2017-18;

WHEREAS, in addition, the City will receive \$158,231 under the Federal HOME Investment Partnership Program (HOME) funds from the Department of Housing and Urban Development for Fiscal Year 2017-18; and

WHEREAS, funds for the Community Development Block Grant Program and the HOME Investment Partnership Program have already been released to the City of Goldsboro for various activities at scattered sites within the City; and

WHEREAS, these funds represent new monies, they are presently not reflected in the 2017-2018 Operating Budget.

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

1. The 2017-18 Budget Ordinance for the Community Development Block Grant Fund be and is hereby amended by:

- a. Establishing a Revenue Line Item entitled "CDBG-FY 17-18" (22-0003-**8494**) in the amount of **\$300,854.00**; and
- b. Increasing the Revenue Line Item entitled "CDBG Loan Principal Income" (22-0003-**8650**) in the amount of **\$3,189.00**; and
- c. Increasing the Revenue Line Item entitled "CDBG Loan Interest Income" (22-0003-**8651**) in the amount of **\$250.00**; and
- d. Establishing the following Line Items of Expenditure and corresponding amounts:

<u>Line Item</u>		<u>Total Allocation</u>
22-3220-1213	Salaries and Wages- Administrative	\$ 50,000
22-3220-1214	Salaries and Wages -Rehabilitation	\$ 5,933
22-3220-1215	Disposition Legal Services (Admin.)	\$ -
22-3220-1217	Disposition Advertising (Admin.)	\$ -
22-3220-1340	Property Acquisition	\$ -
22-3220-1420	Relocation Homeowner- Temporary	\$ -
22-3220-1500	Rehabilitation Homeowner	\$ 11,009
22-3220-1811	Social Security (Admin.)	\$ 3,823
22-3220-1812	Social Security (Rehab.)	\$ 455
22-3220-1823	NCLGERS Retirement (Admin.)	\$ 3,750
22-3220-1824	NCLGERS Retirement (Rehab.)	\$ 450
22-3220-1831	Hospital Insurance ( Admin.)	\$ 3,286
22-3220-1832	Hospital Insurance ( Rehab.)	\$ 2,640
22-3220-1842	Public Facilities	\$ 150,000
22-3220-1906	Hazardous Material Management	\$ -
22-3220-1907	Economic Development	\$ 2,522
22-3220-1908	After-School Enrichment/Public Services	\$ 45,425
22-3220-1913	Lease/Rent of Office Space (Admin.)	\$ -
22-3220-1991	Consultant Services (Admin.)	\$ -
22-3220-2323	Other Training (Admin.)	\$ -
22-3220-2601	Office Supplies (Admin.)	\$ -
22-3220-2993	Operation Supplies (Admin.)	\$ -
22-3220-3121	Travel ( Admin.)	\$ -
22-3220-3210	Telephone	\$ -
22-3220-3250	Postage (Admin.)	\$ -
22-3220-3914	Contract Services (Admin.)	\$ -
22-3220-3993	Building Demolition	\$ -
22-3220-4911	Subscriptions (Admin)	\$ -
22-3220-4912	Fees and Dues ( Admin.)	\$ -
22-3220-9561	Office Supplies Inventory (Admin.)	\$ -
22-3220-1912	Transitional Housing	\$ 25,000

- e. Establishing a Revenue Line Item entitled "HOME Program FY 17-18" (22-0003-**8494**) in the amount of **\$158,231.00**; and
- f. Increasing the Revenue Line Item entitled "HOME Loan Principal Income" (22-0003-**8652**) in the amount of **\$2,757.00**; and
- g. Increasing the Revenue Line Item entitled "HOME Loan Interest Income" (22-0003-**8653**) in the amount of **\$599.00**; and
- h. Establishing the following Line Item of Expenditure and corresponding amounts:

22-3221-1213	Salaries and Wages -Administrative	\$	12,673
22-3221-1214	Salaries and Wages -Rehabilitation	\$	6,200
22-3221-1215	Disposition Legal Services (Admin.)	\$	-
22-3221-1217	Disposition Advertising (Admin.)	\$	-
22-3221-1500	Housing Rehabilitation	\$	-
22-3221-1501	Housing Development	\$	-
22-3221-1811	Social Security (Admin.)	\$	970
22-3221-1812	Social Security (Rehab.)	\$	474
22-3221-1823	NCLGERS Retirement (Admin.)	\$	961
22-3221-1824	NCLGERS Retirement (Rehab.)	\$	470
22-3221-1831	Hospital Insurance (Admin.)	\$	1,219
22-3221-1832	Hospital Insurance (Rehab.)	\$	1,715
22-3221-1904	Homebuyer Assistance	\$	60,000
22-3221-1991	Consultant Services (Admin.)	\$	-
22-3221-2323	Other Training (Admin.)	\$	-
22-3221-2601	Office Supplies (Admin.)	\$	-
22-3221-2993	Operation Supplies (Admin.)	\$	-
22-3221-3121	Travel (Admin.)	\$	-
22-3221-3210	Telephone	\$	-
22-3221-3250	Postage (Admin.)	\$	-
22-3221-3914	Contract Services (Admin.)	\$	-
22-3221-4911	Subscriptions (Admin)	\$	-
22-3221-4912	Fees and Dues (Admin.)	\$	-
22-3221-9561	Office Supplies Inventory (Admin.)	\$	-
22-3221-9961	CHDO Set-Aside	\$	76,905
22-3221-9962	CHDO Operating Expense	\$	-

2. This Ordinance shall be in full force and effect from and after this the 20th day of November, 2017.

Approved as to Form Only:

Reviewed by:

\_\_\_\_\_  
James Womble, City Attorney

\_\_\_\_\_  
Scott A. Stevens, City Manager

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: Goldsboro Christmas Parade, December 2, 2017 – Street Closing Request

BACKGROUND: 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.

DISCUSSION: 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 Street 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 7:00 p.m.

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

Staff recommends approval of 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.

RECOMMENDATION: It is recommended that 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 2, 2017.

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

\_\_\_\_\_  
Scott A. Stevens, City Manager



**CITY OF GOLDSBORO**  
**SPECIAL EVENTS/PARADE/STREET CLOSING**  
**PERMIT APPLICATION**

**\*\*An application for this permit MUST be submitted at least 30 days prior to your special event.**

**I. General Information**

**Type of Event:** (please check all that apply)

☒ Parade ☐ Run/Walk ☐ Festival ☐ Street Closure ☐ Other (explain): \_\_\_\_\_

**Event Name:** Goldsboro Christmas Parade

**Event Date(s):** Sat. Dec. 2, 2017 **Event Website:** waynecountychamber.com

**Inclement Weather/Rain Date(s):** \_\_\_\_\_

**Description of Event** (Please briefly describe the event.)

Annual Goldsboro Christmas Parade

**Requested Event Location:** downtown Goldsboro

**Event Start Time/End Time:** 4:00pm - 7:00pm

**Set-Up:** Date & Time (start/end): Sat. Dec. 2nd 9am setup

**Dismantle** (Completion): Date & Time (start/end): Sat. Dec. 2nd 7:00pm

**Estimated Daily Attendance:** 130-140 parade entries

**Will this event require street closures?** ☒ Yes ☐ No **Closure Times** up to 6PD

**If yes, please list the streets that you are requesting to be closed:** \_\_\_\_\_

Spruce St. / James St. / Center St. / Pine St. / Mulberry St. / Walnut St. / John St.

**II. Applicant and Sponsoring Organization Information**

**Sponsoring Organization Name:** Wayne County Chamber of Commerce

**Are you a non-profit?** ☐ Yes ☒ No **If yes, are you:** ☐ 501c (3) ☐ 501c (6) ☐ Place of worship

**Applicant Name:** Lara Landers **Title:** Director of Marketing + Events

**Address:** 308 North William Street

**City:** Goldsboro **State:** NC **Zip:** 27530 **Phone:** 919-734-2241

**Cell Phone:** [REDACTED] **Email:** lara@waynecountychamber.com

**Day of Event Contact:**

**Name:** Lara Landers **Phone:** [REDACTED]

### III. Event Map

For Run/Walk/Parades - FORMATION AREA LOCATION: \_\_\_\_\_

For Run/Walk/Parades - STARTING POINT: \_\_\_\_\_

For Run/Walk/Parades - ENDING POINT: \_\_\_\_\_

**\*Please provide a detailed map of your event, including race/walk/parade route(s), stage(s), inflatables, booths, tents, parking, etc. (Please attach additional pages as needed)**

See attached

### IV. RESTROOMS & SITE CLEANUP (Bathroom facilities are required for events lasting longer than two hours and must be ADA compliant.)

**One Port-A-Jon is recommended per 100 people, and is based on event duration instead of number of participants.**

How do you plan to handle restroom services? ☒ Portable Toilets ☐ Other

If portable toilets will be provided, please list the name/contact of the company:

Parks Portable Toilets 919-735-9402

If no portable toilets will be provided, how will these requirements be handled?

How do you plan to remove garbage and/or recycling? (City receptacles must be requested separately no less than 30 days prior to the event. Contact the Public Works Department at 919-750-7450.)

**V. Event Details:** Please answer the following questions regarding your event.

- Yes ☒ No Does the event involve the sale of food?
- Yes ☒ No Does the event involve the sale of alcohol?
- If "YES" has the health department been notified?
- For events with food, a letter from the health department must be submitted 30 days prior to the event.
    - Health Department: (919) 731-1000
  - The ABC Permit, issued by the NC ABC Commission, must be submitted to the Downtown Goldsboro office prior to the event. The event permit will not be issued until the ABC Permit is submitted.
    - NC ABC Commission: (919) 779-0700

- ☒ Yes ☐ No Will there be **musical entertainment** at your event?
- If "YES", please provide the following information:
- Amplification? ☐ Yes ☒ No
- Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.**

- Yes ☒ No Will there be any **tents or canopies** in the proposed event site? If "YES", please provide the following information:
- Approximate Number of tents: \_\_\_\_\_
  - Approximate Sizes: \_\_\_\_\_
  - Will any tent exceed 400 sq. feet in area? ☐ Yes ☐ No

**Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent.**

**City of Goldsboro Inspections Department (919) 580-4385**

- Yes ☒ No Will you require **electrical hook-ups** for this event? (Please note that electrical availability is limited.)

- Yes ☒ No Will **admission fees** be charged to attend this event?
- If "YES", provide the cost(s) of all tickets: \_\_\_\_\_

- Yes ☒ No Will **fees be charged to vendors** to participate in this event?
- If "YES", please provide the schedule of fees: \_\_\_\_\_

- Yes ☒ No If your event requires the closing of a street(s), have all property/business owners within 100 feet of the event space been notified via hand-delivered flyer or letter by applicant, stating time, place and description of event? **Please complete page 7 and submit with the application.**

*\*The temporary closing of a NC Department of Transportation street would be at the discretion of the NC Dept. of Transportation.*

- ☒ Yes ☐ No Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at <http://www.goldsboronc.gov/special-events/>.

**VI. Miscellaneous:**

**Parking:**

- How will overall patron parking be accommodated for this event? \_\_\_\_\_

**Note: You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.**

## **Special Information and Conditions of receiving a Special Event/Parade Permit:**

### **Insurance:**

*General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event. This Proof of insurance or applicable rider **MUST** be attached before submitting. Contact your insurance provider for assistance.*

### **Event Cancellation:**

At this time, we do not anticipate canceling any events already permitted, however with ongoing national security concerns and the possible unavailability of city and police resources, this could occur. If this action is necessary, applicants will be given notice in a timely manner. New requests may be denied or adjusted for the same reason.

### **Public Safety:**

The City of Goldsboro reserves the right to require security and medical personnel for your event.

**Police:** The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The Applicant may be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the City of Goldsboro for the costs of providing on-duty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4253.

### **Prohibited Items:**

No open carry firearms or illegal drugs are allowed.

### **Policy of Non-Discrimination:**

City facilities are available on a non-discriminatory basis. Appropriate activities need to accommodate individuals regardless of age, sex, race, color, religion, national origin, physical or mental disabilities, affection preference or marital status. The City of Goldsboro does not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.

### **Additional Rules Pertaining to Events:**

1. Vehicles will only be in designated parking areas.
2. All animals must be leashed as outlined in COG Code of Ordinances 91.15;91.18.
3. Applicant will respect neighboring property/business owners with respect to noise.
4. Applicant understands that it will not be the responsibility of the Police Department to relocate vehicles parked along any portions of the streets to be closed prior to the event.
5. Applicant is required to ensure the areas used are clean and free of debris. Please note that there will be a fee charged if the area is not clean. A clean-up fee will be charged at the discretion of the City Manager's Office.

### **Alcoholic Beverages:**

***(If consumption of alcohol is planned on property for event, the following additional requirements **MUST** be met.)***

1. All necessary ABC permits must be issued by the State and copies are provided with this application.
2. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises.
3. Areas where alcohol will be consumed, served or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
4. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at [www.abc.nc.gov/permits](http://www.abc.nc.gov/permits).
5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.

**\*\* Submitting this Special Event/Parade Permit Application does not provide permission to conduct your planned event. Please do not send out publicity, flyers, or other media prior to receiving confirmation of approval. Your confirmation will be in the form of a Permit, issued to the organization and/or person responsible for conducting the event.**

**\*\*For street closing applications: applicant will be notified by the City Manager's Office when the Permit has been approved by the Goldsboro City Council.**

### **Agreement**

I have read and understand this application and the requirements placed upon this applicant and organization. I agree to abide by the City of Goldsboro rules, regulations and ordinances should my permit application be approved. And I will fulfill the requirements placed upon this permit application.

Authorized Signature: Rara Randers Date: 9/7/17

Organization: Wayne County Chamber of Commerce

**Please return this application and all supporting documentation by email, mail or in person to:**

Downtown Goldsboro Development Office

Attn: Erin Fonseca


219 N. John Street

Goldsboro, NC 27530

[eacree@goldsboronc.gov](mailto:eacree@goldsboronc.gov)

**CANCELLATION POLICY:** Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Erin Fonseca at [eacree@goldsboronc.gov](mailto:eacree@goldsboronc.gov).

### **For Inner Office Use Only:**

  
Downtown Goldsboro Representative


  
Goldsboro Police Department Representative



## Special Event Release of Liability Waiver

The undersigned person is applying for Use of City-Owned Property for Special Event on behalf of Wayne County Chamber of Commerce from the City of Goldsboro and hereby agrees to indemnify and hold the City of Goldsboro, its officers, agents and employees harmless from all claims, liabilities, demands, expenses, of any nature or kind, expresses or implied, whether sounding in tort or in contract that may be asserted against the City, its officials, agents and employees by any person, firm, or corporation, that may arise out of any acts or omissions, active or passive, related to operating an event on the city's property.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

 (SEAL)  
(Applicant & Authorized Representative of Event)

**This form must be completed, signed and returned with the completed application.**





CHAMB-1

OP ID: LR

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Crawford-Henderson, Inc. 202 N. Spence Avenue P.O. Box 10885 Goldsboro, NC 27532-0885 John L. Henderson	919-778-9400	CONTACT NAME: John L. Henderson PHONE (A/C, No, Ext): 919-778-9400 FAX (A/C, No): 919-751-2142 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Co. NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Chamber of Commerce P. O. Box 1107 Goldsboro, NC 27533 1107		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP0092820	10/04/2017	10/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EPP0092820	10/04/2017	10/04/2018	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Christmas Parade 12/1/2017

**CERTIFICATE HOLDER****CANCELLATION**

CITYO-1

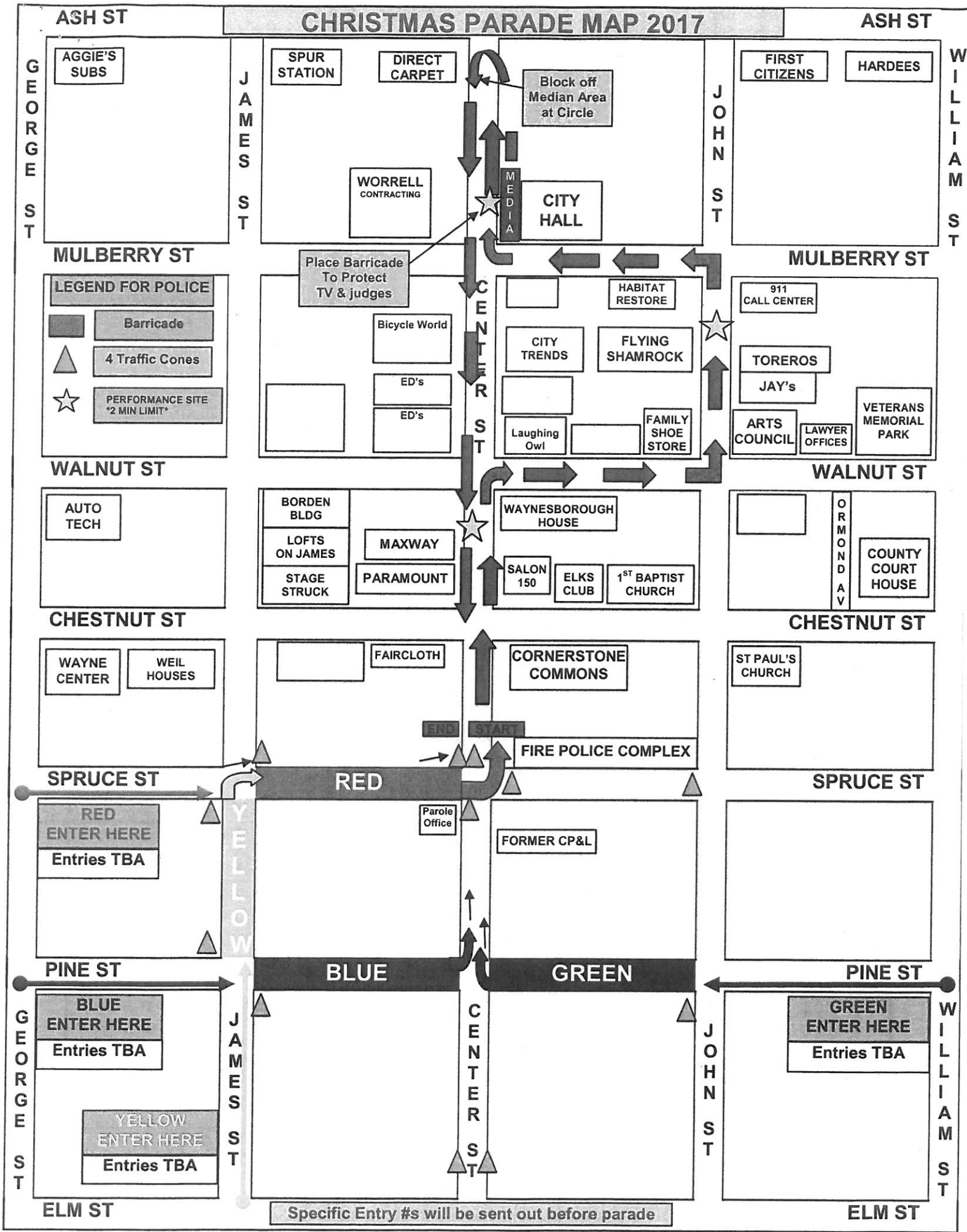
City of Goldsboro  
P O Drawer A  
Goldsboro, NC 27533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
John L. Henderson



# CHRISTMAS PARADE MAP 2017



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT: RESCHEDULING COUNCIL MEETINGS FOR 2018 DUE TO HOLIDAYS

BACKGROUND: The Goldsboro City Council normally meets the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of every month for their Regular Council Meeting.

DISCUSSION: The following meetings need to be rescheduled due to holidays:

- Monday, January 1, 2018 is in observance of New Year's Day
- Monday, January 15, 2018 is in observance of Dr. Martin Luther King, Jr.'s Birthday
- Monday, July 2, 2018 due to Independence Day
- Monday, September 3, 2018 is in observance of Labor Day

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

- Moving the January meetings to the 2<sup>nd</sup> and 4<sup>th</sup> Monday due to Holidays.
- Combining the July 2, 2018 meeting with the July 16, 2018 meeting
- Tuesday, September 4, 2018

RECOMMENDATION: It is recommended that Council accept staff recommendations and approve the revised 2018 regular meeting schedule.

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

\_\_\_\_\_  
Melissa Corser, City Clerk

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

\_\_\_\_\_  
Scott A. Stevens, City Manager

## **Proposed Council Meeting Dates for 2018**

\*Monday, January 8 (2<sup>nd</sup> Monday)

\*Monday, January 22 (4<sup>th</sup> Monday)

Monday, February 5

Monday, February 19

Monday, March 5

Monday, March 19

Monday, April 2

Monday, April 16

Monday, May 7

Monday, May 21

Monday, June 4

Monday, June 18

Monday, July 16

Monday, August 6

Monday, August 20

\*Tuesday, September 4 (Monday, September 3<sup>rd</sup> is a holiday - Labor Day)

Monday, September 17

Monday, October 1

Monday, October 15

Monday, November 5

Monday, November 19

Monday, December 3

Monday, December 17

### **Proposed Retreat Dates 2018**

February 13<sup>th</sup> and 14<sup>th</sup> (Tuesday and Wednesday)

February 27<sup>th</sup> and 28<sup>th</sup> (Tuesday and Wednesday)

## Departmental Monthly Reports October 2017

1. Human Resources
2. Community Relations
3. Paramount Theater-GEC
4. Inspections
5. Downtown Development
6. Information Technology
7. Public Works
8. Finance
9. Planning
10. Engineering
11. Fire
12. Police
13. Parks and Recreation
14. Public Utilities
15. Travel and Tourism

# Human Resources Management Department

## MONTHLY REPORT – OCTOBER 2017

Prepared by: *Pamela C. Leake*

The Human Resources Department posted 15 vacancies this month and processed 203 applications. 162 notices were sent to job applicants not selected for an interview and 17 notices were sent to candidates interviewed but not selected for hire. We welcomed nine (9) new hires this month: 3 full-time (**Dalyn Follmer - Firefighter, Jon Johnson – Park Technician (Turf) – Parks and Recreation, and Brian Walls – Safety Coordinator – Human Resources**) and six part-time (**John Bergman, Custodian – Paramount; Damien Coley, Building Attendant, Goldsboro Event Center; Phillip Cousin, Building Attendant – Goldsboro Event Center; Jay Jackson, Custodian – Goldsboro Event Center; Durwood McKinnie, Solid Waste Technician – Public Works (Solid Waste), and Michael Saviak, Theatre Technician – Paramount Theatre**). There were six (6) reductions in force: one retirement – **Jason Singleton, Fire Captain (Fire)**; one resignation: (**Ethan Gervin, Building Attendant – Paramount (part-time)**); one termination – **Curtis Washington, Assistant Cemetery Supervisor - Public Works (Cemetery)**, and three seasonal assignments that ended for Parks and Recreation.

Cultural Diversity and Sensitivity Training will be held November 14 and 15 at the Goldsboro Event Center and Public Works Complex. Our facilitator will be Greg Owens, director of Strategic Partnerships and Collaborations in New York. There will be two ½ day sessions each day from 7 am to 11 am and 12 pm to 4 pm. The training is mandatory for all City employees. The State Health Plan's open enrollment ended October 31, 2017. The City had 98.83% participation rate. Pierce Insurance held open enrollment for supplemental benefits the week of October 23. 350 employees completed applications. Pierce will return on November 13 to enroll employees who did not attend during the first session. The Annual Fall Step Challenge is still underway. It will end late November. The Wellness Committee did not meet this month. The annual service awards will be held December 14 at the Paramount Theatre. We will recognize 68 employees for their years of service to the City.

Our new safety coordinator was very busy this month. He reviewed all recorded safety documentation, including the City's Safety Manual to assess the current status of overall Safety program. He continues to meet and communicate with department heads and employees. Safety audits were performed at both City Hall facilities; Cemetery, and the Event Center. Recommendations will be submitted to appropriate supervisors. Historic and Annex Hall. Findings will be sent out to affected departments and the City Manager. A Silica webinar (sponsored by the NC Department of Labor) was scheduled for department superintendents at Public Works on October 24. Incident investigations were performed; conducted Walking Working Surface webinar, conducted by Chuck Murdock, NC Department of Labor. The walking working surface standard has recently been revised and will begin to be enforced. Other activities include attendance to the monthly board meeting sponsored by Eastern Carolina Safety and Health School and the Safety Accident Review Committee meeting on 10/31/17. One personal injury was reviewed. Recommendations will be submitted to the City Manager.

This month's health beat was distribution of flu shots. 200 shots were administered. There were 72 clinic visits this month. Several employees participated in the Wear Pink Day to promote Cancer Awareness.

Random Drug Screens	Post-Accident Drug Screens
Non-DOT: 8 tested; 2 breathalyzers – All negative	Non-DOT: 1 tested – negative
DOT: 6 tests; 2 breathalyzers – All negative.	DOT: 0 tested

2017	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	391	182	269	321	241	316	384	237	206	203			272
New Hires*	12	6	1	7	2	3	3	10	3	3			5
Separations*	3	0	2	2	3	5	2	2	3	3			2
Vehicle Accidents	2	0	3	2	5	4	2	0	1	0			2
Workers Compensation	1	0	1	0	1	0	0	0	1	1			1

2016	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg.
Applications	337	235	534	291	184	186	475	302	253	236	180	212	285
New Hires*	2	5	3	2	5	3	0	5	4	5	2	3	4
Separations*	3	3	9	2	3	2	1	5	9	4	2	8	5
Vehicle Accidents	5	1	8	5	4	3	2	1	1	2	1	2	3
Workers Compensation	8	3	1	6	5	3	6	8	8	1	4	3	5

\*Monthly stats for new hires, resignations, retirements, and terminations include full-time personnel only.

## Community Relations Department

Monthly Report – October 2017

Prepared By: *Shycole Simpson-Carter*

- Due to lack of a quorum the scheduled Community Affairs Commission meeting for Tuesday, October 10, 2017 was canceled. The next scheduled meeting is Tuesday, December 12, 2017 at 6:00 p.m.
- Community Relations received three (3) housing complaints and no consumer complaint. The alleged violations by citizens under the Minimum Housing/Landlord Tenant Laws included: two (2) improper eviction processes potential violation of fair housing laws and one (1) improper housing repair. All complaints were submitted through the 311 GIS system or to the appropriate City Department for resolution or designated community/state resources.
- The Community Relations Department processed and approved twelve (12) very-low and low-income homeowners for urgent repair work up to \$8,000 per home to prevent displacement, which poses an imminent threat to their life and/or safety. This assistance is being provided through the City's Urgent Repair Program (URP16) granted by North Carolina Housing Finance Agency. The estimated cost based on the proposed work to be completed is \$68,500 of the awarded \$100,000. The twelve (12) URP projects are scheduled to be placed out for bid the fourth week of November and slated to commence the second week of December.
- The Goldsboro Mayor's Youth Council (GYC) met on Tuesday, October 4<sup>th</sup> and 18<sup>th</sup> both dates at 7:00 pm. A Parent Orientation meeting was held on Tuesday, October 18, 2017 at 6:00 pm with all GYC parents to discuss the FY17-18 Council Session. On Saturday, October 28, 2017, Goldsboro Youth Council members volunteered at First Christian Church for the Last Saturday Supper. They made sandwiches and distributed supper to the homeless. The Goldsboro Mayor's Youth Council (GYC) are collecting books for its North Drive Elementary School Book Campaign, in conjunction with the Mayor's Goldsboro Reading Initiative.
- The Mayor's Committee for Persons with Disabilities hosted the 2017 Mayor's Annual Awards Luncheon on October 19, 2017 at the Goldsboro Event Center. The Speaker for the Luncheon was Stephanie D. Scott a Deaf Service Specialist with NC DHHS. The next scheduled meeting is December 21, 2017 at 12:00 pm.
- The Community Relations Director attended the following meetings, workshops, or trainings:
  - HUD's Mayor's Challenge to End Homelessness, DGDC Board Retreat, State of the Military Session, CDBG-DR Start-up, Woodforest National Bank Community Listening Session, 8<sup>th</sup> Annual Leadership Luncheon, MLK Committee, Economic Development, GWTA Board, and other meetings with citizens and community leaders/stakeholders.

2017 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	5	0	5	2	3	1	7	5	1	3			3
Consumer	2	0	3	1	0	0	0	0	1	0			1
2016 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	3	1	2	6	2	5	1	3	1			8	3
Consumer	1	3	1	1	1	0	2	0	1			0	1

During October-November 2016, the Community Relations Department assisted and/or coordinated Hurricane Matthew Relief Efforts throughout the City's impacted areas. The Department received and responded to over 100 calls or visits from citizens and/or local businesses related to Hurricane Matthew. The concerns were referred to the appropriate City departments and external (volunteer, local, state, and/or federal agencies). Due to the fact these concerns were raised from an unforeseen natural occurrence, the Department will not input a tally for October and November in the table above.



## Monthly Report- October 2017

Prepared by: Sherry Archibald, Director

- October kicked off the Paramount's 10<sup>th</sup> Annual Performing Arts Series featuring our first children's theatre company, Vital Theatre in New York featuring Pinkalicious. Staff collaborated with Wayne Partnership for Children, Arts Council of Wayne and Wayne County Public Schools for a Pink Party, two sold out school performances and an evening show.
- October also featured the Paramount's second professional dance company, Ailey II. A sold out performance and great way to end the Dance Touring Initiative three-year grant. Outreach included partnerships with local dance studios for a lecture/demonstration and Dillard Academy for a participating outreach exercise at WA Foster.
- October rentals included the final performance in Center Stage Theatre's 40<sup>th</sup> Anniversary, Wayne County Fire Princess Pageant, Bras for a Cause, Movie night and two photo shoots.
- Staff interviewed and selected a consultant to support audience engagement and marketing in the area of dance. SouthArts is supporting the expense with no match required.
- Paramount staff participated in the following meetings, presentations or training: Downtown Merchant Association; Dance Touring Initiative Conference Call; Chamber's Junior Leadership Council, DGDC Promotions Committee and Leading Wayne Luncheon.
- Expenses - October \$44,428.39 Labor -\$19,980.32 /Operational - \$24,448.07  
Revenue - October \$21,841.42 Rentals -\$7,308.5/Tickets \$14,315.20/Concessions \$217.72

	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$35,209	\$28,009	\$42,454	\$25,801	\$31,732	\$18,825	\$39,124	\$23,925	\$31,356	\$44,428			\$32,086	\$320,863
Rev	\$12,929	\$13,197	\$21,544	\$3,845	\$22,670	\$5,648	\$6,097	\$18,040	\$3,454	\$21,841			\$12,926	\$129,265
	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016	Total
Exp	\$34,171	\$37,659	\$41,473	\$34,905	\$38,813	\$25,365	\$29,583	\$80,132	\$36,103	\$40,743	\$50,158	\$28,811	\$39,826	\$477,916
Rev	\$31,903	\$18,707	\$18,782	\$12,978	\$17,857	\$10,878	\$56,041	\$4,698	\$6,407	\$11,466	\$3,878	\$37,579	\$19,264	\$231,174



- The Goldsboro Event Center was rented or used for 14 uses in October: One weddings, two parties, four golf tournaments, high school reunion, four meetings and two banquets. Eight of the fourteen uses were non-revenue producing.
- Staff is experiencing many drop-ins for tours. Effective November, staff will be tracking numbers to share with Council through monthly reports.
- GEC staff and IT staff have produced a new and improved website.
- GEC staff is interviewing candidates for Building Attendant & Bartending positions.
- Expenses -October \$17,808.37 Labor - \$4,796.75 /Operational - \$13,011.62\*  
Revenues- October \$ 5,052.28 Rentals -\$940.00/Concessions - \$4,112.28

	Jan-17	Feb-17	Mar17	April17	May17	June17	July17	Aug17	Sept17	Oct17	Nov17	Dec17	Average 2017	Total
Exp	\$7,619	\$6,442	\$50,093	\$8,627	\$14,882	\$9,201	\$12,472	\$8,056	\$9,183	\$17,808			\$14,438	\$144,383
Rev	\$2,100	\$7,096	\$8,792	\$6,826	\$15,356	\$5,077	\$9,924	\$8,073	\$6,221	\$5,052			\$7,451	\$74,517
	Jan-16	Feb-16	Mar16	April16	May16	June16	July16	Aug16	Sept16	Oct16	Nov16	Dec16	Average 2016	Total
Exp	\$	\$	\$	\$12,819	\$13,453	\$5,715	\$15,565	\$7,442	\$14,575	\$5,024	\$9,160	\$10,653	\$10,489	\$94,406
Rev	\$	\$	\$	\$ 8,690	\$10,589	\$5,352	\$6,876	\$9,417	\$6,513	\$7,868	\$7,005	\$12,073	\$8,264	\$74,383

\*March 2017 expenses reflect improvements to HVAC system \*October 2017 expense reflects utility bill paid twice



# Goldsboro Inspections Department

## Monthly Report – Oct 2017

Prepared by: Allen Anderson

The valuation of all building permits issued during the month of October totaled \$3,338,467. Ten (10) of these permits were new residential single family dwellings at a valuation of \$1,597,400.

The valuation of all miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$3,789,767.

All permit fees collected for the month totaled \$43,049. Of the permit fees collected for the month \$3,555 was collected in technology fees. Plan review fees collected during the month totaled \$1,325. Business Registration fees collected \$1,200.

The Inspectors did a total of 623 inspections for the month. During the month of October four (4) business inspections were completed. A total of 307 permits were issued for the month. Seventy (70) plan reviews were completed for October. We now have a total of 172 residential structures in the Minimum Housing Process and 19 commercial structures in the Demolition by Neglect Process.

<b>2017</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$11	\$2	\$5	\$33	\$9	\$3	\$3	\$7	\$23	\$3			\$10
Residential (thousands)	\$473	\$442	\$1m	\$1m	\$2m	\$1m	\$451	\$0	\$1m	\$2m			\$937
Miscellaneous**(millions)	\$5	\$1	\$6	\$9	\$2	\$2	\$1	\$8	\$10	\$4			\$5
Permit Fees (thousands)	\$31	\$29	\$31	\$46	\$35	\$46	\$42	\$50	\$51	\$43			\$40
Inspections (total)	836	747	775	539	623	610	560	674	621	623			661
Permits Issued (total)	384	350	353	297	383	339	303	353	263	307			333
Plan Reviews Completed	43	57	59	57	79	64	53	51	56	70			59
Minimum Housing in Process	194	190	197	195	198	182	177	178	182	172			187

<b>2016</b>	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Permit Valuation													
All Buildings (millions)	\$3	\$7	\$7	\$3	\$2	\$3	\$4	\$6	\$2	\$25	\$3	\$7	\$6
Residential (thousands)	\$740	\$380	\$430	\$240	\$748	\$558	\$1m	\$1m	\$260	\$79	\$191	\$440	\$506
Miscellaneous**(millions)	\$2	\$3	\$3	\$3	\$3	\$1	\$3	\$2	\$1	\$3	\$4	\$2	\$3
Permit Fees (thousands)	\$38	\$54	\$61	\$38	\$50	\$30	\$43	\$46	\$36	\$33	\$48	\$26	\$42
Inspections (total)	544	519	550	463	551	614	509	621	593	565	1107	908	629
Permits Issued (total)	268	266	293	237	327	329	332	351	252	1241	644	493	419
Plan Reviews Completed	50	44	83	52	93	47	58	74	54	43	54	40	58
Minimum Housing in Process	242	214	212	220	251	251	249	251	255	255	255	255	243

**October 2017**

**Prepared By: Julie Metz, Director**

**Current Downtown Development Office Projects Staff Worked On Over the Month Include:**

- Staff worked on a plan to market downtown as a wedding destination, Say I Do to Downtown. Staff met with IT to start website development.
- Staff continued to work through TIGER VIII developments.
- Staff worked to develop Historic Preservation, Part 1 Certifications of Eligibility applications for six properties.
- Staff attended Strategic Planning meetings with City representatives.
- Julie worked on staff evaluations.
- Julie prepared for speaking at the National League of Cities City Summit.
- Staff designed "Please Park in Designated Spaces Only" signs that will be installed along Center Street.

**Downtown Development Office Events or Activities that Staff Administered or Assisted During the Month:**

- Staff submitted nominations for the NC Main Street Awards.
- Staff prepared for and held the Public Art Installation Ceremony on October 13<sup>th</sup> at 12pm.
- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming events and filmed WGTN and WRAL segments.
- Staff attended the Merchants Association Meeting on October 3<sup>rd</sup>.
- Staff attended the Travel and Tourism Board Meeting on October 25<sup>th</sup>.
- Staff assisted with the completion of three street closure applications.
- Staff rented Cornerstone Commons for one event.
- Staff fielded calls concerning the Veterans' and Christmas Parade.
- Staff worked with Travel and Tourism to place Do It Downtown advertising and maps in local hotels to encourage guests to shop and eat local.
- Staff attended the Downtown Escapes Ribbon Cutting and Open House on October 10<sup>th</sup>.
- Staff attended the Wayne Woman's Magazine Networking event on October 24<sup>th</sup>.
- Staff attended the Leading Wayne Leadership Luncheon on October 26<sup>th</sup>.

**DGDC Events or Activities that Staff Administered or Assisted During the Month:**

- Staff facilitated and attended the DGDC Executive Committee on 10/11.
- Staff prepared presentations to give to the DGDC Board members at the DGDC Board Retreat.
- Staff facilitated and attended the DGDC Board Retreat on October 12<sup>th</sup> and 13<sup>th</sup>.
- Staff created ads for Go, Buzz, WGBR, 107.9, digital billboards and News-Argus for upcoming events and filmed WGTN and WRAL segments.
- Staff worked with the Grant Committee to review submitted applications for the "Build a Better Downtown" grants, which were due on October 1st.
- Staff rented the Board Room for two events.
- Staff worked with the DGDC Economic Vitality Committee and the Merchants Association to develop guidelines and an application for Meet Me Downtown; DGDC has offered to help fund this program. The program has been revised to create an open house type business after hours for downtown businesses to promote themselves and find new customers while also educating the public on what they have to offer.
- Staff and the DGDC Design Committee worked on the design and approval of the 2017 ornament. This year's ornament will be of the fountain and the Terrace Room.
- Staff helped the DGDC facilitate their Creepy Crawl event, a bar crawl for anyone from the public to attend on October 28<sup>th</sup>.

**Upcoming Events/Activities Staff are Preparing For:**

- Downtown Lights Up: November 21, 5-8pm, City Hall (City funded event/DGDC volunteers)
- Trolley Rides: November 21, November 28, Dec 5, Dec 12, Dec 19 (City funded event/DGDC volunteers)
- Topsy Turkey Ball: November 22, 8-11pm, Terrace Room, 104 S. Center Street (DGDC event)
- Selfie with the Elfie: Where in Downtown is Jolly McJingle? : December 1st – 23rd (City event)
- Shop the Block: December 1-2 (City event)
- Goldsboro Christmas Parade: December 2<sup>nd</sup> (Chamber event)
- Santa Stumble: December 15<sup>th</sup>, 8pm-12am (DGDC event)

**Businesses Opening/Properties Purchased:**

- Fat Cat Music and Sound – 112 E. Mulberry Street – Coming soon
- Artistic Dance Academy – 228 N. Center Street – Coming soon

**Other Activities or Projects that Occurred:**

- Elizabeth presented on behalf of DGDC at the October 17<sup>th</sup> SJAFB Newcomer's Briefing.
- Staff met with 11 potential new property owners and/or new business interests.
- Staff met with and visited 35 current business owners during the month.
- During the month, staff received 137 visitors, 507 phone calls in, 179 phone calls out, 3,073 emails in, 1,551 emails out, 111 hours (approximately) of visits/meetings with businesses/property owners.

# Information Technology

## Monthly Report – October 2017

Prepared by: Tyler Mooring

- Updated City’s website theme enabling enhanced security and created a faster and more user-friendly interface for employees to update and modify City Intranet content.
- Streamlined process for departments to submit their Capital Improvement Project forms. Previously, the departments would submit the forms on paper, but now they are able to complete them online. This will allow the finance department to more efficiently aggregate and total the costs for future projects.
- Upgraded City iPhones to accommodate technology compatibility.
- Three staff attended the North Carolina Local Government Information Systems Association (NCLGISA) Conference in Asheville, NC. During the conference, they were able to network with vendors and learn about new and upcoming products that could be useful in future projects.
- One staff member presented a session on WordPress at the Fall NCLGISA Conference. The session went well. It only received positive comments on exit surveys.
- Setup system to document mass meter exchanges for the AMI/AMR project.
- Recorded a Facebook Live video of the installation of the Christmas lights on the water tower to give the public an insight on the procedure.
- Setup mobile computer demo units for Goldsboro Police and Fire Departments to access potential replacement vehicle computers.
- Setup demo of in-car cameras system and body-cams for the Goldsboro Police Department.
- Coordinated Spillman training for Goldsboro Police Department and Goldsboro Fire Department. Setup agency configuration for Spillman. Installed and tested Spillman on City computers. Coordinated access to the Spillman Server through County IT and OES. The Goldsboro Fire Department will “Go Live” on Spillman in early November. Goldsboro Police will complete training in November and “Go Live” in early December.

2017	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	492	427	530	357	349	410	367	538	403	520			439
Tickets Closed	483	448	492	344	326	401	356	543	409	470			427

2016	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Tickets Opened	296	383	306	355	351	444	419	455	406	470	497	457	403
Tickets Closed	319	354	266	375	322	437	432	458	374	456	403	475	389


## Monthly Highlights

**D&C:** Responded to 22 after hour's calls--totalled 26.5 hrs; conducted 15 + backflow tests in-house on City infrastructure including City Hall; started sending notices to past due accounts for backflow tests & included our rates in the notice.

**Streets & Storms:** Assisted Fire Dept w/installing 30'x30' concrete pad at training grounds; installed 720' of 3" conduit for fiber (IT) and 360' of 3" water line at the multi sports complex, saving thousands in additional contractor costs; continued to haul concrete from PW compound for free to local landfill--saving \$500/load in tipping fees; repaired and replaced sidewalk in nine separate locations throughout the city and reshaped two ditches at Norwood Dr and Dixie Trail.

**Bldg. Maint.:** Multiple misc. items supporting various City initiatives/functions, i.e. chili cook-off, sculpture installation, set up boxing ring at old W.A. Foster Bldg, etc.; installed Christmas lighting in trees on Center St and rewired/installed Christmas lights on Holly/Center St water tower.

Departments		2017												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	33.5	28.0	35.9	21.4	21.3	7.6	6.1	32.7	19.2	13.4			21.9
	Lines Camera'd (1000-ft)	4.5	17.5	6.3	10.7	15.2	8.1	12.5	11.1	12.3	12.3			11.1
	Water Repairs	42	20	27	35	28	28	20	30	22	23			27.5
	Sewer Repairs	55	48	105	100	90	19	14	26	39	12			50.8
	Hydrants Replaced/Fixed	24	18	64	53	38	24	45	32	58	38			39.4
	Meter Install/Changed	48	37	43	19	55	41	18	34	20	42			35.7
Bldg Maint.	Radio, Electrical, Bldg	164	108	136	137	156	155	126	174	176	128			146.0
	Sign Repairs	65	96	61	46	70	75	72	33	53	91			66.2
Garage	Total Work Orders	334	320	387	304	277	299	292	415	280	370			327.8
	Total Fuel Cost (x1000)	\$ 57	\$ 51	\$ 56	\$ 49	\$ 55	\$ 58	\$ 50	\$ 68	\$ 58	\$ 60			56.2
Solid Waste	Refuse (x1000 tons)	0.9	0.7	0.9	0.8	0.9	0.9	0.9	0.9	0.8	0.9			0.9
	Recyclables (tons)	70	86	83	107	116	88	81	117	110	106			96.5
	Leaf-n-Limbs (x1000 tons)	0.7	0.8	0.9	0.8	1.0	0.8	0.8	0.9	0.9	0.8			0.8
Cemetery Funerals		3	6	3	5	6	2	8	5	6	3			4.7
Streets & Stormwater	Utility Cut Repairs	15	25	11	13	5	17	24	17	13	6			14.6
	Pot Hole Repairs	57	42	52	48	57	24	72	64	46	95			55.7
	Streets Swept (miles)	144	113	110	60.5	246	128	142	65	93.6	155			125.7
	ROW Mowing (ac)	0	0	0	16.0	28.0	8.0	23.5	12.0	5.0	26.0			11.9
	City-Owned Lots Mowing	0	0	0	101	123	211	266	182	190	175			124.8
2016														
Distribution & Collections	Utility Line Maint (1000-ft)	4.5	6.0	16.3	5.8	14.2	4.0	7.4	27.7	39.3	29.2	11.1	28.1	16.1
	Lines Camera'd (1000-ft)	4.2	16.7	5.6	3.2	3.4	2.5	0.0	1.0	4.6	7.3	10.7	7.6	5.6
	Water Repairs	28	19	26	21	21	44	21	30	16	10	43	27	25.5
	Sewer Repairs	5	4	10	4	4	3	5	6	5	4	34	52	11.3
	Hydrants Replaced/Fixed	22	8	18	37	8	42	29	23	15	4	12	18	19.7
	Meter Install/Changed	66	67	71	43	52	33	51	58	25	20	34	38	46.5
Bldg Maint.	Radio, Electrical, Bldg	149	142	52	100	183	119	138	213	206	103	115	138	138.2
	Sign Repairs	39	56	74	74	61	67	72	70	61	53	65	66	63.2
Garage	Total Work Orders	337	273	288	301	371	304	353	362	296	368	227	307	315.6
	Total Fuel Cost (x1000)	\$ 58	\$ 49	\$ 53	\$ 51	\$ 55	\$ 48	\$ 57	\$ 62	\$ 45	\$ 66	\$ 38	\$ 48	52.5
Solid Waste	Refuse (x1000 tons)	0.9	0.9	1.1	1.0	0.8	0.9	0.8	0.9	0.9	0.8	1	1.1	0.9
	Recyclables (tons)	101	96	99	77	104	104	95	89	93	80	109	95	95.2
	Leaf-n-Limbs (x1000 tons)	0.6	0.5	1.6	0.8	1.0	1.0	0.9	0.8	0.8	0.7	1	1.2	0.9
Cemetery Funerals		7	6	6	8	6	10	7	7	6	3	4	10	6.7
Streets & Stormwater	Utility Cut Repairs	0	8	16	0	21	25	6	19	2	9	11	1	9.8
	Pot Hole Repairs	100	111	52	151	58	97	30	37	19	31	36	74	66.3
	Streets Swept (miles)	93.3	125	129	83.4	174	193	126	193	93	143	139	102	132.9
	ROW Mowing (ac)	0	0	9	27.0	44.0	63.0	55.0	38.5	24.0	8.0	0	0	22.4
	City-Owned Lots Mowing	0	0	2	160	122	124	166	156	274	65	95	0	97.0

		<b>Finance Department</b> <b>Monthly Report - October 2017</b>			
Prepared by: <i>Kaye Scott, Finance Director</i>					
<b>FY 2017-18</b>					
<b>GENERAL FUND</b>					
		<b>Actual to Date</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Revenues</b>		<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
Tax Revenues		\$ 2,362,477	\$ 16,338,000	\$ 2,661,222	16.29%
License & Permits		123,739	365,400	153,117	41.90%
Revenue Other Agencies		5,759,116	17,911,342	9,032,303	50.43%
Charges for Services		1,641,028	4,629,630	1,535,246	33.16%
Capital Returns		213,466	304,200	56,015	18.41%
Miscellaneous Revenues		122,207	1,148,000	83,659	7.29%
FB Withdrawal/PO Appropriation			6,491,214		
Total		\$ 10,222,033	\$ 47,187,786	\$ 13,521,562	28.65%
		<b>Actual to Date</b>	<b>Adjusted Budget</b>	<b>Actual to Date</b>	<b>YTD %</b>
<b>Departmental Expenditures</b>		<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
Mayor/Council		\$ 105,613	\$ 400,856	\$ 152,449	38.03%
City Manager		241,725	1,104,555	292,019	26.44%
Human Resources Management		206,238	598,519	212,095	35.44%
Community Relations		47,482	137,539	81,468	59.23%
Paramount Theater		186,568	464,980	138,835	29.86%
Goldsboro Event Center		41,707	146,961	47,521	32.34%
Inspections		256,084	926,411	371,840	40.14%
Downtown Development		172,071	375,304	120,766	32.18%
Information Technology		712,285	1,191,485	465,369	39.06%
Public Works - Adm.		183,266	444,715	131,685	29.61%
Garage		747,055	2,161,402	730,800	33.81%
Garage Credits		(433,453)	(1,650,000)	(368,711)	22.35%
Building & Traffic Maint.		228,769	539,164	222,094	41.19%
Cemetery		101,262	336,786	120,449	35.76%
Finance		319,269	1,313,583	364,857	27.78%
Office Supplies Credits		(1,551)	(9,000)	(2,884)	32.04%
Planning & Redevelopment		559,681	1,376,216	419,273	30.47%
Postage Credits		(7,300)	(30,000)	(7,610)	25.37%
Streets & Storms - General		663,132	1,631,144	666,852	40.88%
Streets & Storms - Utilities		235,540	529,200	195,967	37.03%
Street Paving		217,125	75,000	0	0.00%
Solid Waste		1,024,262	2,886,473	1,073,668	37.20%
Engineering		295,799	974,627	343,582	35.25%
Fire Department		2,083,510	7,602,315	2,217,532	29.17%
Police Department		3,022,190	9,978,337	3,080,897	30.88%
Special Expense Fees		1,704,117	8,954,600	5,074,426	56.67%
Parks & Recreation		1,162,365	4,025,165	1,209,973	30.06%
Golf Course		266,896	701,449	258,626	36.87%
Total		\$ 14,341,707	\$ 47,187,786	\$ 17,613,838	37.33%

UTILITY FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '16-17	FY '17-18	FY '17-18	Collected
	Charges for Services		\$ 5,120,798	\$ 15,640,500	\$ 5,196,571	33.23%
	Capital Returns		7,924	21,193	10,232	48.28%
	Miscellaneous Revenues		63,392	913,000	1,033,881	113.24%
	FB Withdrawal/PO Appropriation			\$ 7,814,638	\$ -	0.00%
	Total		\$ 5,192,114	\$ 24,389,331	\$ 6,240,684	25.59%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '16-17	FY '17-18	FY '17-18	Collected
	Distribution & Collections		\$ 971,210	\$ 3,548,176	\$ 968,081	27.28%
	Water Treatment Plant		1,661,258	4,771,976	1,634,455	34.25%
	Water Reclamation Plant		1,907,412	7,521,742	1,912,186	25.42%
	UF - Capital		48,967	7,588,119	1,550,691	20.44%
	Compost Facility		303,019	959,318	234,071	24.40%
	Total		\$ 4,891,866	\$ 24,389,331	\$ 6,299,484	25.83%
DOWNTOWN DISTRICT FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '16-17	FY '17-18	FY '17-18	Collected
	Tax Revenues		\$ 7,532	\$ 71,236	\$ 11,348	15.93%
	Capital Revenue		55	90	122	135.56%
	FB Withdrawal/PO Appropriation			11,323		
	Total		7,587	82,649	11,470	13.88%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '16-17	FY '17-18	FY '17-18	Spent
	Downtown District		\$ 8,743	\$ 82,649	\$ 5,310	6.42%
	Total		\$ 8,743	\$ 82,649	\$ 5,310	6.42%
OCCUPANCY TAX FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Revenues			FY '15-16	FY '16-17	FY '16-17	Collected
	Occupancy Tax/Civic Center		\$ 213,277	\$ 675,000	\$ 234,309	34.71%
	Occupancy Tax/Travel & Tourism		53,319	165,000	58,577	35.50%
	County of Wayne Occupancy Tax		17,439	165,000	67,188	
	Capital Returns/Misc./Property Sale		\$ 1,163	\$ 42,052	\$ 1,935	0.00%
	FB Withdrawal/PO Appropriation		\$ -	\$ 745,691		
	Total		\$ 285,198	\$ 1,792,743	\$ 362,009	20.19%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
Departmental Expenditures			FY '15-16	FY '16-17	FY '16-17	Collected
	Civic Center		\$ 94,903	\$ 1,462,643	\$ 691,564	47.28%
	Travel & Tourism		65,777	330,100	138,124	41.84%
	Total		\$ 160,680	\$ 1,792,743	\$ 829,688	46.28%

STORMWATER FUND						
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Revenues</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Collected</b>
	Stormwater Fee		\$ -	\$ 1,073,672	\$ 136,680	12.73%
	FB Withdrawal/PO Appropriation					
	Total		-	1,073,672	136,680	12.73%
			Actual to Date	Adjusted Budget	Actual to Date	YTD %
<b>Departmental Expenditures</b>			<b>FY '16-17</b>	<b>FY '17-18</b>	<b>FY '17-18</b>	<b>Spent</b>
	Stormwater Division		\$ -	\$ 1,073,672	\$ 78,134	7.28%
	Total		\$ -	\$ 1,073,672	\$ 78,134	7.28%



**PLANNING DEPARTMENT**  
**MONTHLY REPORT – OCTOBER, 2017**  
 Prepared by: Sally Johnson

**General Tasks**

During the month of October, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. Work has continued on having case files scanned into the City's system. Code enforcement staff mailed out 28 violation notices during the month of October. Code Enforcement is now issuing \$25.00 **parking violation tickets** within the downtown area or upon notification elsewhere in the City. During the month of October, 11 tickets were issued. A total of 12 tickets were paid in October which totaled \$325. Staff, along with IT, will be working towards having unpaid tickets linked to DMV in order to require payment prior to issuance of a yearly license.

Parked in Wrong Direction	9
Parked in Proximity to Fire Hydrant	0
Parked in a Prohibited Area (No Parking Zone)	2
Other (Bus Loading Zone, Crosswalk, Sidewalk)	0

**2017**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	7	6	4	5	8	0	6	8	5	7			56	6
Historic District Comm. Cases	0/1	1/3	0/2	0/0	0/4	2/1	1/4	1/3	2/4	3/1			10/23	1/2
<b>Code Enforcement</b>														
Grass Cutting	0	0	0	35/ \$2,010	70/ \$4,075	77/ \$5,030	91/ \$5,080	61/ \$3,445	68/ \$3,970	43/ \$2500			445/ \$26,080	45/ \$2608
Junk Vehicles Tagged/Towed	37/7	18/4	0/7	0/3	24/0	18/6	0/8	0/4	0/7	0/3			97/49	10/5
Illegal Signs Removed	76	57	65	24	18	119	160	62	24	59			664	66
<b>Bags of Litter Picked Up</b>	73	516	758	749	322	435	411	262	321	362			4,209	421

**2016**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Commission Cases	5	2	6	6	5	4	9	6	4	0	4	4	55	5.0
Historic District Comm. Cases	0/1	1/1	2/0	1/0	2/0	0/0	0/0	1/2	0/1	0/0	3/0	0/1	10/6	.8/.5
<b>Code Enforcement</b>														
Grass Cutting	8/ \$375	0/\$0	0/\$0	26/ \$1,320	72/ \$3,830	97/ \$5,135	63/ \$3,750	102/ \$5,750	62/ \$3505	24/ \$1,135	13/ \$685	0/\$0	467/ \$25,485	39/ \$2,124
Junk Vehicles Tagged/Towed	0/6	8/0	18/2	35/4	24/6	20/0	8/0	18/3	28/6	20/6	30/1	0	209/ 34	17/3
Illegal Signs Removed	48	124	60	14	40	60	42	6	8	22	130	39	593	50



## ENGINEERING DEPARTMENT MONTHLY REPORT – OCTOBER 2017

Prepared by: Guy M. Anderson, P. E.

### **Stoney Creek Sanitary Sewer Outfall Rehabilitation Project**

- Project is complete;
- Staff processing CWMTF documents for final reimbursement and project closeout.

### **Stoney Creek Stream Enhancement – Phase II**

- City Engineer is preparing CWMTF cost report, payment request, and required documentation for project reimbursement;

### **Stoney Creek Greenway**

- Staff is currently working through the Preliminary Engineering portion of this project;
- Construction is anticipated to be complete at the end of 2018.

### **2015 Priority Sewer Rehabilitation Project – Phase III**

- Additional flow monitoring is complete;
- Final report delivered;
- 90% of construction plans have been submitted;
- Project has been put on hold.

### **Phase IV Sewer Collection Rehabilitation**

- Smoke and dye testing is complete;
- CWMTF approved the Engineering Report and the Environmental Information Document;
- McKim & Creed is working on design plans and contract documents;
- Start of construction anticipated Summer 2018.

### **Center/Holly Street Water Tank Painting**

- Start of construction has been updated to early Spring of next year due to Christmas lighting.

### **2017 Street Paving Project**

- On August 7, 2017 City Council awarded contract to Barnhill Contracting Company for \$489,883.25;
- This project includes street paving improvements for Humphrey Street and Dakota Street;
- Construction for Humphrey Street is 80% complete and 20% for Dakota Street.

### **Hurricane Matthew Storm Damage Repair**

- Construction is complete.

### **2017-2018 Bituminous Concrete Street Resurfacing Project**

- The lowest bid was submitted by Turner Asphalt of Raleigh, NC for \$2,267,947.06 at the bid opening held on May 1, 2017;
- Construction is approximately 55% complete.

### **John Street Parking Lot Electric Vehicle Charging Station**

- Staff requested Duke Energy provide additional funding due to bids coming in too high above funding;
- Duke Energy responded that additional funds were not available.

**Union Station**

- Barnhill Contracting Company completed resurfacing Union Station Parking Lot;
- Union Station fence project bid opening scheduled for November 20, 2017 for 72-inch high fence.

**SJAFB Sewer Outfall Improvements**

- Staff is preparing design plans and bid documents to replace the sewer line from SJAFB to the Stoney Creek Sewer Outfall;
- Staff is coordinating with SJAFB staff to install a flow meter to estimate amount of bypass pumping required;
- Anticipated bid advertisement is January/February 2018.

**Best Management Practices (BMPs) Inspections**

- Approximately 220 BMPs have been approved and 162 BMPS have been constructed to date;
- All BMP inspections have been completed through the month October 2017.

# Goldsboro Fire Department

## Monthly Report – October 2017

Report Prepared By: *Gary Whaley* GW/CL

### Fire Prevention and Outreach

- October 9<sup>th</sup> – Public Education – Wayne Christian School, Kids’ R Us Preschool & Childcare Center
- October 11<sup>th</sup> – Public Education – Protestant Pre-School, Wayne Montessori School
- October 12<sup>th</sup> – Public Education – Protestant Pre-School, Bright Beginnings Christian Center, Wayne Opportunity Center
- October 13<sup>th</sup> – Public Education – Small World Child Care Center & Preschool, Bright Beginnings Christian Center II, Happy Days Day Care-Preschool
- October 16<sup>th</sup> – Public Education – Antioch Childcare Academy, Kids’ R Us Preschool & Childcare Center
- October 18<sup>th</sup> – Truck Display – Wayne Country Day School
- October 20<sup>th</sup> – Public Education – St. Mary Catholic School
- October 20<sup>th</sup> – Truck Display – The Lord’s Table
- October 23<sup>rd</sup> – Public Education – Meadow Lane Elementary School, School Street School
- October 27<sup>th</sup> – Public Education – Goldsboro Worship Center

**October 8 – 14, 2017 is Fire Prevention Week**  
**Theme: “Every Second Counts: Plan 2 Ways Out!”**

### Working Structure Fires

- 10/4 – 722 W. Chestnut St.
- 10/9 – 307 Beale St.
- 10/17 – 210 S. Slocumb St. A/B
- 10/27 – 621 Isler St.

### Working Vehicle Fires

- 10/7 – 2908 W. US 70 HWY
- 10/21 – 602 Wilmington Ave.
- 10/30 – S. Oak Forest Rd. & E. Ash St.

<u>2017</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
<b>Total Incidents:</b>	268	227	226	206	212	194	204	177	210	218	0	0	214
<b>Structure Fires:</b>	3	4	6	2	2	3	4	4	0	4			3
<b>EMS Calls:</b>	112	100	99	84	71	69	70	65	86	88			84
<b>Vehicle Accidents:</b>	33	35	40	35	38	37	29	27	34	43			35
<b>Fire Alarms:</b>	53	35	38	36	43	43	55	42	43	36			42
<b>Other:</b>	67	53	43	49	58	42	46	39	47	47			49
<b>Training Hours:</b>	3209	2870	3457	2153	2001	2020	1532	1686	1587	2496			2301
<b>Safety Car Seat Checks:</b>	6	16	10	8	12	11	5	13	53	6			14
<b>Inspections:</b>	31	57	53	56	113	120	99	113	70	51			76
<u>2016</u>	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
<b>Total Incidents:</b>	192	218	216	230	243	229	238	242	247	317	231	219	235
<b>Structure Fires:</b>	5	5	3	8	9	6	3	5	3	2	4	6	5
<b>EMS Calls:</b>	74	68	94	90	81	88	87	80	71	92	87	73	82
<b>Vehicle Accidents:</b>	24	55	45	41	39	36	39	35	51	46	42	44	41
<b>Fire Alarms:</b>	37	30	33	46	60	37	49	52	57	72	35	36	45
<b>Other:</b>	52	60	41	45	54	62	60	70	65	105	61	60	61
<b>Training Hours:</b>	2148	2077	2210	2081	1688	1798	1535	1498	1829	971.5	1426	941.5	1683
<b>Safety Car Seat Checks:</b>	4	1	5	8	3	11	2	16	28	0	11	3	8
<b>Inspections:</b>	45	90	89	87	100	106	96	84	82	37	59	37	76

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

# Goldsboro Police Department

## Monthly Report -October 2017

Report Prepared by: Michael D. West MDW/KB

Total UCR offenses (homicide, rape, robbery, assault, burglary, motor vehicle theft and arson for October 2017 were 210 compared to 221 for September 2017.

Property with an estimated value of \$113,828 was reported stolen while property with an estimated value of \$20,856 was recovered.

Officers arrested 200 people and 421 citations were issued during the month. There were 76 drug -related charges.

There were 0 report(s) of assault on an officer.

Revenue collected for October 2017 included:

Police Reports	\$126.00
Fingerprints	\$70.00

UCR COMPARISON & TREND															
	2017	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		1	0	0	0	4	0	0	0	0	2			7	0.7
Rape(&attempts)		0	0	0	0	0	1	0	0	0	0			1	0.1
Robbery		8	6	9	2	3	10	5	10	2	7			62	6.2
Aggravated Assault		17	23	25	12	18	13	9	20	21	21			179	17.9
Simple Assault		24	29	35	38	31	29	48	46	42	24			346	34.6
Breaking & Entering		24	25	29	45	35	23	34	18	34	23			290	29.0
Larceny		145	104	126	105	135	122	140	142	122	131			1272	127.2
Motor Vehicle Theft		7	1	9	3	4	9	7	8	0	2			50	5.0
Arson		0	0	0	0	0	0	0	0	0	0			0	0.0
TOTALS		226	188	233	205	230	207	243	244	221	210			2207	220.7
	2016	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		1	1	0	0	1	1	4	0	0	1	2	0	11	0.9
Rape(&attempts)		0	0	1	1	0	0	1	0	0	0	0	0	3	0.3
Robbery		11	5	4	8	7	9	4	8	5	7	5	11	84	7.0
Aggravated Assault		19	20	33	22	16	40	15	22	15	54	17	34	307	25.6
Simple Assault		48	32	32	41	25	40	43	21	38	36	28	27	411	34.3
Breaking & Entering		63	38	56	36	41	29	36	29	24	47	47	37	483	40.3
Larceny		132	111	89	127	126	111	143	124	80	141	132	117	1433	119.4
Motor Vehicle Theft		8	8	7	3	11	11	10	11	6	10	6	12	103	8.6
Arson		0	0	1	1	0	1	0	1	0	0	0	1	5	0.4
TOTALS		282	215	223	239	227	242	256	216	168	296	237	239	2840	236.7

Prepared by: *W. Scott Barnard* SB/FLB/PM

State Creek Park, in which P&R staff led 19 hikers on an adventure trek!

[illegible]

## Public Utilities Department Monthly Report- October 2017

Report prepared by: Michael Wagner

### Water Reclamation Facility

The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for October were 7.16 MGD. All of the city's 26 pump stations are operating well with ongoing repairs due to Hurricane Matthew.

### Water Treatment Plant

The Water Treatment Plant operations are proceeding smoothly.

### Compost Facility

Five hundred and sixty-four cubic yards of compost/mulch was sold in October 2017. The Compost Facility is running smoothly.

**Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.**

2017 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	5.092	4.974	4.509	4.836	5.080	5.088	5.731	5.403	5.312	5.261			5.128
Sewer**	10.44	8.47	8.21	10.25	12.35	9.06	6.97	6.85	8.41	7.16			8.82
CY Compost	54	546	845	1484	923	836	496	394	538	564			668

\*Water permit- 12.0 MGD; \*\*Wastewater permit- 14.2 MGD

2016 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	4.491	4.592	4.682	4.712	4.933	5.174	5.067	5.155	5.135	5.104	4.845	5.188	4.923
Sewer**	12.99	16.24	10.37	8.01	9.07	6.98	7.32	6.62	8.34	14.81	8.80	8.34	9.82
CY Compost	482	88	610	496	1,234	510	626	572	404	134	308	154	468.2

\*Water permit- 12.0 MGD; \*\*Wastewater permit- 14.2 MGD



**Travel & Tourism Department**  
**Monthly Report – October 2017**  
*Prepared by: Ashlin Glatthar*

- 60 inquiries were fulfilled for the month of October by the TTO.
- Total hotel revenue generated in September was \$1,850,210. October earnings report not released at this time.
- Ashlin continues to participate in the Strategic Planning team meetings for the City of Goldsboro to craft the goals, objectives, and initiatives. The team is planning an activity for staff to choose a name for the strategic plan, which will be used for branding and marketing.
- TTO assisted the marketing and promotion efforts for the Taste of Wayne Food Festival held on October 14<sup>th</sup>.
- Amber and Ashlin worked with Parks & Rec to host the USTA Singles Championship Tournament for the 5<sup>th</sup> consecutive year. Participation had a record turnout of over 500 players, generating approximately 300 rooms nights and \$200,000 economic impact.
- On October 6<sup>th</sup>, Ashlin organized a base tour and lunch as an excursion for Cycle NC. There were 15 attendees.
- Ashlin met with Julie Beck and Lynn Williams in Mount Olive to discuss the TDA funds available for their town to use for tourism purposes.
- Due to amendment of state fire codes, Lantern Fest was cancelled. Despite efforts to file a waiver through the state departments and work with elected officials, the event had to be cancelled. Lantern Fest is not communicating with their customers, which has frustration and controversy. The company also denied our request for a deposit refund. We are working with Fayetteville, Cumberland County, and other legal resources to resolve these financial and ethical problems.
- Ashlin continued to meet with James Wade with the Maxwell Center to craft a marketing plan for the grand opening/booking availability of the venue. The plan was proposed at the October board meeting, although lack of quorum delayed a vote to utilize TDA General Funds.
- On October 10<sup>th</sup>, Ashlin met with the Visit NC office at the Terrace Room to listen to marketing opportunities and what resources are available that Goldsboro/Wayne County can better utilize to promote our destination.
- Ashlin has been working with IT and Jim Hinnant to capture b-roll video footage of sporting events to use for a sport tourism video.
- TTO launched two promotional videos for Adventures of Amber & Ashlin to promote fall festivities and BBQ/Brew scene. These videos have had a combined reach of 16,000 views and impressions.
- Gretchen Reed represented TTO at the October NC Coast Host meeting in Wilson, NC to learn what other tourism offices are doing to promote the eastern region as a whole.
- Ashlin prepared a bid package in response to the Mountains-to-Sea Trail Gathering for 2019 & 2020. Selections should be announced before the end of 2017.

**Occupancy Tax Collections YTD**

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
<b>2017-18</b>	\$81,794	\$70,849	\$71,323	66,920									<b>\$290,886</b>	<b>\$72,722</b>
<b>2016-17</b>	\$69,073	\$77,434	\$67,869	\$58,613	\$86,744	\$87,662	\$63,904	\$60,529	75,368	68,577	64,312	64,218	<b>\$844,303</b>	<b>\$70,359</b>
<b>2015-16</b>	\$61,028	\$63,983	\$60,865	\$59,833	\$38,804	\$76,708	\$51,604	\$40,667	\$53,901	74,014	64,909	66,722	<b>\$712,498</b>	<b>\$59,375</b>

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
NOVEMBER 20, 2017 COUNCIL MEETING

SUBJECT:                   Code of Ordinance Update: 98.80 Parades

BACKGROUND:           City staff has updated the Policy for the Use of Special Events and the Special Events/Parade/Street Closing Permit Application to make the process of Closing a street or having an event more concise and easier for the public to use, therefore, staff has suggested the following changes (see attachment) to the Parade Ordinance to include verbiage pertaining to Special Events and Street Closures.

DISCUSSION :           City staff has worked to make the process of having a special event or parade more user friendly to our citizens by consolidating the process to be handled by the Downtown Goldsboro staff. All special events/parades/ street closing applications and permits will be issued by the Downtown Goldsboro staff (City Manager's designated representative).  
The Downtown Goldsboro staff will work in conjunction with representatives from the Police Department, Planning and the affected department concerning the application.

The Goldsboro Police Department and Chief of Police's office will continue to issue Picket permits as defined in §98.81 of the City of Goldsboro's Code of Ordinances.

RECOMMENDATION:     Staff recommends that City Council by motion adopt the attached ordinance revising Chapter 98.80 "*Parades*" to include "Special Events" of the City of Goldsboro's Code of Ordinances.

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

\_\_\_\_\_  
Laura Getz, Deputy City Clerk

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

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

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

**AN ORDINANCE AMENDING CHAPTER 98 ENTITLED “STREETS AND SIDEWALKS” SECTION 98.80 PARADES OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA**

**WHEREAS**, the Code of Ordinances includes a section related to parades; and

**WHEREAS**, Chapter 98 entitled “Streets and Sidewalks” Section 98.80 Parades currently describes the definition of a Parade and the process and procedures for Parades; and

**WHEREAS**, staff would recommend Council update Chapter 98 entitled “Streets and Sidewalks” Section 98.80 of the Code of Ordinances of the City of Goldsboro, North Carolina.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Goldsboro, North Carolina, that Chapter 98 entitled “Streets and Sidewalks” Section 98.80 Parades of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

**§ 98.80 PARADES/SPECIAL EVENTS**

- (A) Definition. For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**PARADE.** An athletic event, march, ceremony, pageant, procession or other similar activity consisting of two or more persons or animals, vehicles, or any other combination thereof upon the streets, sidewalks or other public grounds that disrupts the normal flow of traffic upon any public street, or public grounds. A parade shall not include pickets, funeral processions or any governmental agency acting within the scope of its functions.

**SPECIAL EVENTS.** A special event is an event or gathering which occurs on City property (street, sidewalk, right-of-way, or public facility or place under the authority of the City).

- (B) Permit required. No parade, special event or street closure shall be conducted on the public ways of this city and no person shall inaugurate, promote or participate in any such parade, special event or street closure unless the parade, special event or street closure is conducted in conformity with the requirements set out herein and unless a permit has been obtained from the City Manager or his/her designated representative.

- (C) Procedures for obtaining permit.

- (1) City Council approval is required for all street closures in excess of one hour.

- (2) Application for a parade/special event permit should be made in writing at least 30 days before the time at which the parade shall be scheduled to begin if the event requires a street closure and shall contain the following information:

- (a) The name, if any, of the organization or group sponsoring or proposing the parade/special event;
- (b) The location or locations in the city where the parade/special event is proposed to take place;
- (c) The date and hours for which permit is sought;
- (d) The name and contact information of the person applying for the permit;
- (e) The person or persons to be in charge of the activity and who will accompany it and carry the permit at all times; and
- (f) An estimated daily attendance, request to close the street, inclement weather date and other event details as described in the Policy for Special Events.

- (3) Upon receipt of an application properly completed and timely filed as hereinabove set out, the designated officer shall issue a permit, subject to City Council approval if required, consistent with the standards prescribed herein. The permit shall contain all information stated on the application and shall be signed by the issuing officer.
- (D) Standards for conduct of parades/special events. The following standards shall apply to all parades and special events conducted in the city:
  - (1) No parade/special event or part thereof may be conducted on the streets of the city between the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. except on **holidays and weekends.**
  - (2) **Unless adequate resources are available,** no more than one parade may be conducted within the city at any one time.
  - (3) Every parade shall follow a route approved by the City Manager or his designated agent.
  - (4) No one participating in a parade or proceeding along the route of a parade shall distribute therefrom any candy, cigarettes, prizes or favors of any kind.
  - (5) No vicious animal whether leashed or unleashed shall participate in or proceed along the route of a parade.
  - (6) **Notification to those along a parade route may be made via mail, door-to-door, electronic, etc.**

Approved as to Form Only:

Reviewed by:

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City Attorney

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City Manager