GOLDSBORO CITY COUNCIL REGULAR MEETING AGENDA MONDAY, JANUARY 23, 2023



(Please turn off, or silence, all cellphones upon entering the Council Chambers)

I. WORK SESSION-5:00 P.M. - COUNCIL CHAMBERS, 214 N. CENTER STREET

- 1. ROLL CALL
- 2. ADOPTION OF THE AGENDA
- 3. OLD BUSINESS
 - a. HOME ARP Funding Allocation Discussion (Community Relations Director/CCRD Chair)
- 4. NEW BUSINESS
 - b. TC Coley Center Update (Parks and Recreation)
 - c. Downtown Parking Discussion (Downtown Development)

II. CALL TO ORDER - 7:00 P.M. - COUNCIL CHAMBERS, 214 N. CENTER STREET

Invocation (Archbishop Anthony Slater, Tehillah Church Ministries) Pledge of Allegiance

- III. ROLL CALL
- IV. APPROVAL OF MINUTES
 - A. Minutes of the Work Session and Regular Meeting of January 9, 2023
- V. PRESENTATIONS
- VI. PUBLIC HEARINGS
 - B. Non-Contiguous Annexation Request J and J Daniels Farming Enterprises, LLC. Located on the east side of South 111 Hwy. (Corner of South NC 111 Hwy. and Ditchbank Rd.) (Planning)
 - C. Street Closing-Dakota Avenue (From East Fourth Street to East Fifth Street) East Fifth Street (From Humphrey Street to Dakota Avenue) (Planning)

VII. PUBLIC COMMENT PERIOD

VIII. CONSENT AGENDA ITEMS

- D. Nonprofit Funding Policy (FINPOL-N001) Adoption (Finance)
- E. CDBG Public Services Policy (Community Relations)
- F. CDBG Rehabilitation Program Procedures Manual (Community Relations)
- G. Approve Facility Use Lease for Balanced Choice Vending LLC at Goldsboro Golf & Event Center (Golf)
- H. Contract Award for 2023 Public Safety Complex HVAC Boiler Replacement Project (Police)
- I. Ratifying a Lease Agreement to use the Wayne County Law Enforcement Officer's Association Firearms Range (Police)
- J. Non-Contiguous (Satellite) Annexation Petition Chad Post; 2853 US HWY. 70 W. Located on the southwest corner of US Hwy. 70 W. and NC 581 Hwy. (Planning)
- K. Contiguous Annexation Petition JD Gupta. Located on the south side of W. New Hope Rd. between Somervale Ln. and Twin Oaks Pl. (Planning)
- L. Advisory Board and Commission Appointments (City Clerk)
- M. Departmental Monthly Reports

IX. ITEMS REQUIRING INDIVIDUAL ACTION

- X. CITY MANAGER'S REPORT
- XI. CEREMONIAL DOCUMENTS
 - N. Resolution Expressing Appreciation for Services Rendered by Melvin Dawson as An Employee of the City of Goldsboro for More Than 20 Years
 - O. American Heart Month Proclamation
 - P. Year of the Trail Proclamation
- XII. MAYOR AND COUNCILMEMBERS' COMMENTS
- XIII. CLOSED SESSION
- XIV. ADJOURN

CITY OF GOLDSBORO AGENDA MEMORANDUM January 23, 2023 COUNCIL MEETING

SUBJECT:

HOME-ARP Allocation for Non-Congregate Shelter & Supportive Services

BACKGROUND:

The City Council has elected to utilize HOME-ARP funds to provide Non-Congregate Shelter and Supportive Services to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations.

DISCUSSION:

At the December 19, 2022 City Council meeting, Washington Business Dynamics consultants presented the communities' current needs and gaps in services to the homeless populations. As a result, City Council elected to fund Non-Congregate Shelter and Supportive Services.

HUD requires the City include how it intends to distribute HOME-ARP Funds in the HOME-ARP Allocation Plan. The HOME-ARP Allocation Plan, due to HUD by March 30, 2023, must be submitted as a substantial amendment to the FY21 Annual Action Plan for HUD review and acceptance.

During the Commission on Community Relations and Development's January meeting, members discussed funding for the two eligible activities and have prepared an official recommendation to Council.

RECOMMENDATION:

It is recommended that City Council make the HOME-ARP allocation decision at or before the February 6, 2023 City Council meeting in order to ensure timely submission of the HOME-ARP Allocation Plan.

Felecia D. Williams, Community Relations Director

Date: 1-18-2023

Date: 1/18-23



HOME-ARP ALLOCATION

Presented by: Community Relations Department





HOME-ARP Allocation Plan



- HOME-ARP Allocation Plan is due to HUD by March 30, 2023.
 WBD (Washington Business Dynamics) Consultants are currently awaiting Council's decision on how to allocate the funds for the chosen eligible activities: Non-Congregate Shelter & Supportive Services.
- Breakdown of the allocation:

Total Allocation	\$907,913
Administration (15%)	\$136,186.95
HUD Released (5%)	\$45,395.65
Remaining for Admin.	\$90,791.30
Remaining Allocation	\$817,121.70

HOME-ARP Allocation Plan

*HUD will approve/disapprove the Allocation Plan within 45 days of submission.

HOME-ARP Allocation Plan must include:

- A description of how the City intends to distribute HOME-ARP funds
- A description of how the funds will be used to address the needs of the HOME-ARP qualifying populations
- A description of the intended method for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors



Non-Congregate Shelter

NCS Facts:

- Defined as an emergency shelter that provides private sleeping space.
- Eligible activities include: 1)
 Acquisition, 2) Rehabilitation, 3)

 New Construction.
- Restricted Use Period must be enforced by the City:

i.	New Construction	15 years		
	Rehabilitation	10 years		
	Acquisition Only	10 years		





Non-Congregate Shelter

NCS Facts:

 Following the Restricted Use Period:

Continue use as NCS under the Emergency Shelter Grant (ESG) program *Note: The local ESG program is operated by Eastpointe

Convert the NCS into permanent affordable housing under the Region 10 Continuum of Care (CoC), in compliance with CoC program regulations.

*City May: provide written approval to convert the project *Note: Eastpointe serves as Region 10 CoC Lead





Non-Congregate Shelter

Project Development Due Diligence

The City must:

- Determine that acquisition/development is financially feasible, to include ongoing operating costs. *Operating costs are INELIGLBE for HOME-ARP funds
- Review information from owner/developer that demonstrates financial feasibility for the Restricted Use Period.
- Before committing funds, determine whether the owner intends to continue operating the project as a HOME-ARP NCS, ESG Shelter, or convert to permanent housing after Restricted Use Period met.





There are three Eligible Supportive Services under HOME-ARP:

- McKinney-Vento
 Supportive Services
- Homelessness
 Prevention Services
- Housing Counseling Services





McKinney-Vento & Homelessness Prevention Services:

- Costs of childcare
- Costs of improving knowledge & basic education skills
- Costs of establishing and/or operating employment assistance and job training programs
- Costs of providing meals or groceries
- Costs of assisting eligible program participants to locate, obtain and retain housing.
- Costs of certain legal services
- Costs of teaching critical life management skills
- Financial assistance costs, including, Rental application fees, security deposits, utility deposits, payment of rental arrears

*The costs of homelessness prevention services are only eligible if they help participants regain stability in their current permanent housing or move into other permanent housing to achieve stability in that housing.





Housing Counseling:

*Must be provided by a HUD-certified housing counseling organization

Eligible Costs include:

- Staff salaries and overhead costs of HUD-certified housing counseling agencies related to directly providing eligible housing counseling services
- Development of a housing counseling workplan
- Marketing and outreach
- Intake
- Financial & housing affordability analysis
- Actions plans that outline what the housing counseling agency and client will do to meet the client's housing goals and that address the client's housing problem(s)
- Follow-up communication with program participants





Oversight and Management

- *The City is responsible for:
- Day-to-day management and oversight
- Oversight of eligible costs compliance (which ensures costs are necessary and reasonable)
- Ensuring there is no duplication of services
- Termination of Assistance (when program requirements or conditions of occupancy are violated)







HUD EXCHANGE

For official HOME-ARP Guidance, please visit...

https://www.hudexchange.info/programs/home-arp/



✓ CCRD Home ARP Recommendations

Council voted on two areas for funding

- 1. Non-Congregate Shelters
- 2. Supportive Services as defined in 24 CFR 578.53.(e)

On Tuesday January 10th the Commission on Community Relations and Development discussed in detail how to allocate percentages to these categories.

The Mayor, City Manager and Assistant City Manager were present should we have any questions.

The commission voted a 60/40 allocation non-congregate shelter to supportive services.

- > Tent city inhabitants do not want to move. However, they are in need of services such as mental health counseling, job services, substance abuse rehabilitation.
 - There is a high level of opioid abuse across our nation. Opioids take the minimum of 3 months care and subsequent followup to assure success.
- Unsheltered homeless are spread to several areas of the city.
 - This community is in need of non-congregate shelters. (max 6mo.)
 - > Supportive services needed range from mental health counseling to job track and or education.



The CCRD would like to thank the Council and City Manager for trusting us and allowing us latitude to continue to serve the communities and City of Goldsboro.

T.C. COLEY COMMUNITY CENTER

Felicia L. Brown, MPRTSM, CPRP Parks and Recreation Director

January 23, 2023



BACKGROUND

- In 2016, City Council decided to renovate what is now the T. C. Coley Community Center; renovations were completed in 2018 at a cost of ~\$210K
- Plans for a non-profit to operate the facility did not materialize
- In February of 2019, City Council directed Parks and Recreation to operate the facility for one year; during this time non-profits would be able to use the facility at no charge
- In February of 2020, City Council directed a lease agreement be implemented with Ashford Boxing Club for the Gymnasium and approved Parks and Recreation to charge rental rates for the rest of the facility



PARKS AND RECREATION PROGRAMMING

- In September of 2022, Herman Park Center was closed due to positive mold test results
- Parks and Recreation Staff housed in Herman Park Center were relocated to what is now the Herman Park Admin Bldg (formerly known as the Senior House)
- Programs that occurred at Herman Park Center and the Senior House were relocated to other facilities including T. C. Coley Community Center



T. C. COLEY COMMUNITY CENTER

- Annual operating costs are estimated to be ~\$35K expect this number to increase with relocating programs due to Herman Park Center closing
- Rental revenue for FY22 was \$8K expect this number to increase with Herman Park Center closing
- City Council approved repairing the roof over the Recreation Room and interior painting at an estimated cost of ~\$55K during November 21, 2022 meeting



T. C. COLEY COMMUNITY CENTER NOW

- Pottery Program meets in Meeting Room (back of building)
- Senior Programming card groups meet in Recreation Room
- Special Populations Activities occur in Recreation Room
- Rentals occur in Meeting Room (with mirrors) and Recreation Room
- In process of moving billiard tables and other Leisure Center items to Recreation Room
- Other programs will be added, including summer camps



QUESTIONS?



MINUTES OF THE MEETING OF THE GOLDSBORO CITY COUNCIL JANUARY 9, 2023

WORK SESSION

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Council Chambers, City Hall, 214 North Center Street, at 5:00 p.m. on January 9, 2023.

Call to Order. Mayor Ham called the meeting to order at 5:00 p.m.

Roll Call.

Present: Mayor David Ham, Presiding

Mayor Pro Tem Taj Polack Councilwoman Hiawatha Jones Councilman Bill Broadaway Councilwoman Brandi Matthews Councilman Charles Gaylor, IV

Councilman Greg Batts

Also Present: Tim Salmon, City Manager

Ron Lawrence, City Attorney Laura Getz, City Clerk

Adoption of the Agenda. Mayor Ham requested the addition of the National Law Enforcement Appreciation Proclamation to the agenda under Ceremonial Documents. He also requested the addition of the Oath of Office for Mayor Pro Tem Polack before Old Business. Upon motion of Mayor Pro Tem Polack, seconded by Councilman Broadaway, and unanimously carried, Council adopted the agenda.

<u>Administering the Oath of Office.</u> Laura Getz, City Clerk administered the oath of office for the reappointment as Mayor Pro Tem of the City of Goldsboro to Taj Polack.

Old Business.

Homelessness Funding Discussion. Dr. David Tayloe with Goldsboro Pediatrics shared information with Council regarding homelessness. He also shared his support for 4 Day Movement to receive the homelessness funding.

Boards and Commissions Appointments. Laura Getz, City Clerk shared the information below regarding current Boards and Commissions applications.

Council has three boards and commissions applications in their folders. The first application is from Octavius Murphy for the vacant GWTA position. There are also two applications in the folders, one that is requesting a position on the Recreation Advisory Commission and one that her first request is for the Mayor's Committee for Persons with Disabilities (which has no vacancies) and her second choice is the Recreation Advisory Commission. If Council approves these 3 applications, the clerk will bring a resolution for appointment to the next meeting.

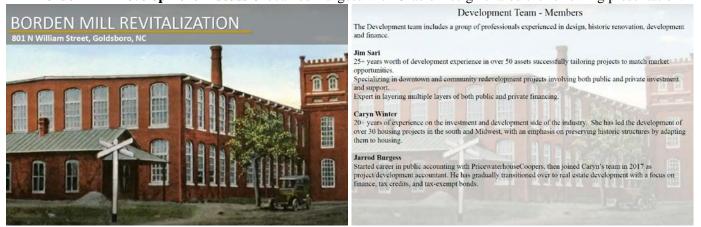
There is also a vacant student position on the Recreation Advisory Commission. There is no ordinance amendment needed to change the terms on the board, that change can be made by the clerk's office with a resolution of appointment.

The clerk asked council to consider moving Thomas Lockamy into the full member position on the Historic District Commission. This appointment will leave two alternate positions vacant on the Historic District Commission. The clerk will add this position to the resolution at the next meeting if council approves.

Council discussed the applications and vacancies. Council consensus was to move forward with the applicants submitted by the clerk.

New Business.

Borden Mill Development Discussion. Jarrod Burgess with Oracle Design shared the following presentation:



Borden Mill Revitalization

The Borden Mill Revitalization project is a proposed historic adaptive re-use renovation that will create approximately 109 multifamily housing units (Borden Mill Lofts) and commercial space. Additional buildings on the site will continue to operate as warehouse space or convert to other commercial / retail use. The estimated total development cost is \$30M+.

The renovation will breathe new life into the historic buildings creating energy efficient, creatively designed accessible living spaces and will support the City of Goldsboro Strategic Plan. Existing infrastructure will be utilized.

The site plan will be designed to adhere to all local, state and federal requirements, and will include

ent will spur an economic ripple effect – creating jobs and supporting local skilled trades during

Market Data*

120% AME 35% Rent Burden	Efficiency Units		One Bedroom Units		Two Bedroom Units	
Number of Units Net Rent Gross Rent Income Range (Min, Max)	20 \$950 \$950 \$82,571	\$54,960	46 \$1,100 \$1,100 \$37,714	\$58,920	\$8 \$1,500 \$1,500 \$51,429	\$70,680
Renter Households	\$150 VICTOR	19 10 10 10	7.000	Name of	potencia de	2000
Range of Qualified Hillds # Qualified Hillds	7,778	4,250 3,528	6,837	3,909 2,928	4,555	2,894 1,661
Renter HH Capture Rate		0.6%		1.6%		3.5%

The project's overall capture rate for the workforce units targeting up to 120 percent AMI is 2.5 percent with capture rates by floor plan being 0.6 percent for efficiency units, 1.6 percent for one-bedroom units, and 3.5 percent for two-bedroom units.

Our team typically looks for a capture rate under 20%. The capture rates for our proposed multifamily project confirm that there is very low supply and high demand for these units.

er ran the analysis to evaluate renter households at 120% Area Median Income, as this development moderate and upper-middle income households.

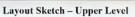
*Based on 124 original unit count estimated

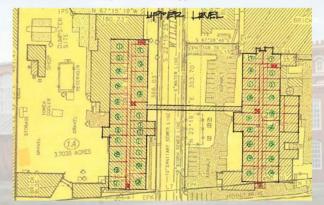
Project Overview



- A: 62 multifamily units B: 47 multifamily units

- B: 47 muttramity units C: Commercial space D: Commercial space E: Commercial space F: Commercial space G: Commercial space





Development Team - Past Projects

A.L. Miller School Macon, GA





Borden Mill Lofts

- Borden Mill Lofts will utilize a Workforce Housing Financing Structure.
 This structure is nearly identical to market-rate multifamily, with the following characteristics:

 No tenant income restrictions or rent limits

 Essential Function Bonds are issued through a local Housing Authority or other Governmental issuer

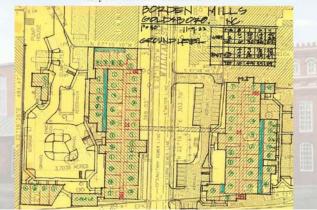
 Non-amortizing, interest only debt

 A local Housing Authority or Governmental issuer will own the multifamily asset

Borden Mill Property - Ariel View



Layout Sketch - Ground Level



Development Team - Current Project

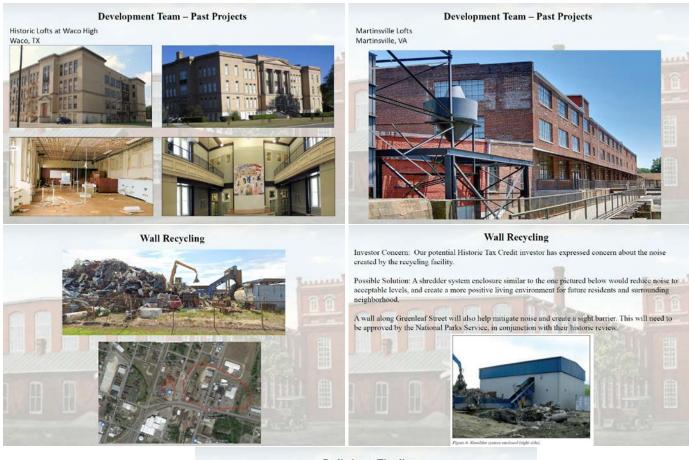


Development Team - Past Projects

Mayworth School Apartments Cramerton, NC









Council discussed the presentation to include railroad right of way, ownership, and risk.

Public Comment Period and Public Hearing Policy Revision. Mayor Ham shared information regarding the Public Comment Period and Public Hearing Policy. He also shared information regarding the Public Comment Period time limit and clock, and the proposed policy revision adding a requirement to have a sign in sheet for the public comment period. Council discussed the policy and the requirement to sign in.

Councilman Gaylor made a motion to adopt the policy with the adjustment that citizens that wish to speak during the public comment period are required to sign in before speaking and provide their name, address, email address, telephone number and subject of the comments. The name of the citizen would be the only information recorded in the minutes. The motion was seconded by Councilman Broadaway and unanimously carried.

Planning Commission Annual Report. Anthony Slater, Planning Commission Chair shared an update regarding Planning Commission members, the purpose and duties of the Commission and the 2022 Planning Commission activities.

HUD Annual Community Assessment. Felecia Williams, Community Relations Director shared the following presentation:



CDBG & CDBG-CV ELIGIBILITY & NATIONAL OBJECTIVE REQUIREMENTS **CDBG** • To meet the primary objective of the CDBG program, at least 70% of all · CDBG regulations require that grantees disburse funds timely. ual expenditures must benefit LMI person • Timeliness = No more than 1.5 times the most recent grant allocation in your account 60 days prior to the end of the fiscal year. The City used 100% of its CDBG expenditures and 0% of its CDBG-CV expenditures to benefit LMI persons. • In order to pass the timeliness test for FY22-23, the City should CDBG-CV funds were expended; however, the funds have not been fully drawn in HUD's IDIS system. *Expended: \$101,323.81 spend an additional \$338,390 by May 2, 2023. *Please note: The City traditionally opts for a 2-year certification on CDBG grant agreements which allows the requirement to be met during FY22-23. The City did not exceed its 20% Administrative cap or the 15% Public Services cap, as it used 0% for Public Services activities. CDBG-CV HOME According to HUD's PR49 report, the City has been meeting HOME • HUD established a six-year period of performance on CDBG-CV grants (funds were received in 2020). HOME Open Activities. (2): HOME regulations require activities be completed within 120 days of final draw. Drawdown process not fully completed. Additional requirement: 80% of funds must be expended by the 3rd year (2023). · HOME Vacant Units: HUD's IDIS vacant unit report indicates that Goldsboro has • The City is currently under target, only expending 7.27% and should <u>CPD Program Monitoring</u>: Goldsboro staff did not conduct monitoring reviews spend \$209,462.23 by Sept. 10th 2023 to meet the 80% rule. for its HOME-assisted rental units during the 2021-22 program year. WAY-AHEAD Execute CDBG spending plan per Council approved Annual Action Plan. • Establish CDBG-CV spending plan alternatives with HUD (bids for Free WiFi at City Watertowers not affordable). CDBG-CV and HOME funds utilized will be drawn down and closed out by end of Jan., · HOME CPD Monitoring program will be implemented in FY22-23.

Consent Agenda Review. Items F - J on the consent agenda were reviewed.

The meeting recessed at 6:18 p.m.

CITY COUNCIL MEETING

The City 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 January 9, 2023.

Mayor Ham called the meeting to order at 7:00 p.m.

Pastor Ryan Barbato with Bridge Church provided the invocation. The Pledge of Allegiance followed.

Roll Call.

Present: Mayor David Ham, Presiding

Mayor Pro Tem Taj Polack Councilwoman Hiawatha Jones Councilman Bill Broadaway Councilwoman Brandi Matthews Councilman Charles Gaylor, IV

Councilman Greg Batts

Also Present: Tim Salmon, City Manager

Ron Lawrence, City Attorney Laura Getz, City Clerk

Mayor's Comments. Mayor Ham shared comments regarding City Council and asked that they all work together.

<u>Approval of Minutes.</u> Mayor Pro Tem Polack made a motion to approve the minutes of the Work Session and Regular Meeting of December 19, 2022. The motion was seconded by Councilman Batts and unanimously carried.

Presentations.

Resolution Expressing Appreciation for Services Rendered by Anthony Carmon as An Employee of the City of Goldsboro for More Than 28 Years. Resolution Adopted. Anthony Carmon retired on December 31, 2022 as a Police Major, with more than 28 years of service, with the Goldsboro Police Department. Anthony began his career on October 12, 1994 as a Police Officer with the Goldsboro Police Department. On July 16, 1997, Anthony was promoted to Investigator with the Goldsboro Police Department. On June 25, 2003, Anthony was promoted to Police Sergeant with the Goldsboro Police Department. On November 18, 2009, Anthony was promoted to Captain of Patrol with the Goldsboro Police Department, where he has served until his retirement. Anthony 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. 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 Anthony Carmon their deep appreciation and gratitude for the service rendered by him to the City over the years and express to Anthony Carmon our very best wishes for success, happiness, prosperity, and good health in his future endeavors.

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 9th day of January, 2023.

A motion was made by Mayor Pro Tem Polack to adopt the retirement resolution. The motion was seconded by Councilwoman Jones and unanimously carried. Council adopted the following entitled Resolution.

RESOLUTION NO. 2023–1 "RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY ANTHONY CARMON AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 28 YEARS"

Public Hearings.

Z-27-22 SREG Real Estate Development (Office & Institutional I Conditional Zoning District to General Business) – South side of N. Berkeley Blvd. west of Langston Dr. (Formerly Danny Hood Realty). Public Hearing Held and Ordinance to Approve Adopted.

ADDRESS: 604 N. Berkeley Blvd.

PARCEL #: 3519535312

PROPERTY OWNER: Rebecca Price

APPLICANT: SREG Real Estate Development (Anel Sinanagic)

The applicant is requesting a rezoning from an Office & Institutional I Conditional Zoning District (O&I-1 CD) to the General Business (GB) Zoning District. The purpose of the General Business (GB) Zoning District is to accommodate the widest range of uses providing general goods and services to the community. The district is intended to promote high quality, accessible developments serving the needs of the community and surrounding area.

Access: N. Berkeley Blvd.

Area: 0.43 acres

SURROUNDING ZONING:

North: Shopping Center South: Residential 16

East: General Business Conditional Zoning West: General Business Conditional Zoning

The property currently consists of a vacant commercial office building, that was the former site of Danny Hood Realty.

Land Use Plan Recommendation: The City's Land Use Plan locates this within the Commercial land use designation.

Commercial: This designation puts a future emphasis on in-fill development, the desired development density is 10,000 square feet of building per acre.

The General Business (GB) Zoning District is identified as a corresponding district for the Commercial land use designation.

This is a rezoning proposal for a 0.43-acre parcel to be rezoned from the Office & Institutional I Conditional Zoning District (O&I-1 CD) to the General Business (GB) Zoning District. The subject property was formerly utilized as a real estate office site. The adjacent uses are a Take 5 Oil Change and a vacant commercial office building. With this parcel having direct frontage on N. Berkeley Blvd and based off of the future land use designation it is ideal to be included in the General Business (GB) Zoning District. This parcel also satisfies the desires of the land use plan by providing a location for infill commercial development.

TRC REVIEW: Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base and NCDOT. There were no comments or recommendations.

Staff is recommending approval of the rezoning request based on the fact that there is adjacent General Business (GB) zoning, as well as the fact that the General Business (GB) Zoning District is one of the predominant zoning districts in existence on Berkeley Blvd. This property also satisfies the infill development desires of the land use plan, and the proposed rezoning is consistent with the land use plan.

The City of Goldsboro Planning Commission met on December 19, 2022, to review and make a recommendation regarding the rezoning proposal. The Planning Commission voted to adopt the Consistency Statement and recommend approval to City Council for the proposed rezoning. The vote was 4-0.

Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the Consistency Statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Mayor Ham opened the Public Hearing. No one spoke and the Public Hearing was closed.

Mayor Pro Tem Polack made a motion to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and adopt the Approval Ordinance with the inclusion of the Consistency Statement. The motion was seconded by Councilman Gaylor and unanimously carried.

ORDINANCE NO. 2023-1 "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA"

Z-28-22 G.S. Langdon, Inc. (Residential 16 to Residential 12) – South side of Green Dr. located east of South Dr. and west of Cedar Rd. off N. Berkeley Blvd. Public Hearing Held and Ordinance to Deny Adopted.

ADDRESS: 302, 308, 310 Green Dr.

PARCEL #: 3529281883, 3529294015, 3529294180

PROPERTY OWNER/APPLICANT: G.S. Langdon, Inc.

The applicant is requesting a rezoning from the Residential 16 (R-16) Zoning District to the Residential 12 (R-12) Zoning District. The purpose of the Residential 12 (R-12) Zoning District is to accommodate both single-family and multi-family residential uses and to prohibit all activities of a commercial nature.

Density: 12,000 square feet for the first unit and 6,000 square feet for each additional unit. All 3 of the subject properties are less than 24,000 square feet and would only be able to support 2 units if the property is utilized for multi-family.

Access: Green Dr.

Area: 0.49 acres, each lot is the same size.

SURROUNDING ZONING:

North: Residential 16 South: Residential 16 East: Residential 16 West: Residential 16

O&I-1 and General Business aren't adjacent but are in the general vicinity.

<u>Existing Use</u>: The properties currently are vacant.

<u>Land Use Plan Recommendation</u>: The City's Land Use Plan locates these parcels within the Medium-Density Residential land use designation.

Medium-Density Residential: This designation is given based on existing residential development patterns, constraints to development, and the location of infrastructure. These designations exist in areas that have water and sewer service or where plans exist to extend water and sewer service.

The Residential 12 (R-12) Zoning District is not a corresponding district with the Medium-Density designation; however, utility services are in place to support higher density development and the size of the subject parcels would limit multifamily development to a maximum of two units per lot.

This is a rezoning proposal for three 0.49-acre parcels to be rezoned from the Residential 16 (R-16) Zoning District to the Residential 12 (R-12) Zoning District. The primary difference between the existing zoning district and the proposed R-12 Zoning District is that R-12 allows for multi-family use. While this is a general rezoning and all uses must be considered, if the properties were to be developed as multi-family, the density would not be out of character with the area or be a detriment to the surrounding single-family dwellings.

Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base and NCDOT. There were no comments or recommendations.

Staff is recommending approval of the rezoning request based on the fact that the size of the subject properties limits its multi-family capability to only support two units per lot. Staff also acknowledges the fact that existing utilities are in place to support more than one unit per lot. Staff would also like to address the fact that in the event that two of the subject properties were recombined, and a multi-family development exceeding three units is proposed for development, that this would require a Special Use Permit and quasi-judicial review from City Council.

The City of Goldsboro Planning Commission met on December 19, 2022, to review and make a recommendation regarding the rezoning proposal. The Planning Commission voted to adopt the Consistency Statement and recommend approval to City Council for the proposed rezoning. The vote was 4-0.

Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the Consistency Statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Mayor Ham opened the Public Hearing. The following people spoke:

- 1. Joann Clark, South Drive, spoke in opposition of the rezoning and submitted to the clerk, a petition with 51 names against the rezoning.
- 2. Jean Potter, Birch Drive, spoke in opposition of the rezoning.
- 3. Bob Boyette, Green Drive, spoke in opposition of the rezoning.

No one else spoke and the Public Hearing was closed.

Councilman Batts made a motion to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.

ORDINANCE NO. 2023-2 "AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP AND COMPREHENSIVE LAND USE MAP OF THE CITY OF GOLDSBORO, NORTH CAROLINA"

Z-30-22 Glandon Forest Equity, LLC. (R6 to NBCZ) – West side of S. Herman St. between E. Elm St. and E. Pine St. Public Hearing Continued to the February 6, 2023 meeting.

PARCELS #: 3509-22-4680

3509-22-5630 3509-22-5690

3509-22-5842 (portion of: 27,714 sq. ft. or .63 acres)

PROPERTY OWNERS: Southern District Convocation Church

Gregory Jones Dorothy Jones

APPLICANT: Glandon Forest Equity, LLC

The applicant is requesting a conditional rezoning for 1.45 acres of property from Residential (R6) to Neighborhood Business Conditional Zoning District (NBCZ) limiting the property to a commercial facility proposed for use as a retail sales store. Additional uses for the commercial facility have been proposed by the applicant if the proposed use ceases to exist and are included in the conditional rezoning request.

The Neighborhood Business (NB) Zoning District is established to provide the services and commercial development needed to serve primarily the adjoining neighborhoods. The district is intended to promote the development of small pedestrian-oriented establishments whose character and use is compatible with nearby residential neighborhoods. The maximum building gross area is twenty-four thousand square feet.

SURROUNDING ZONING:

North: Residential (R6)

South: Residential (R6)/Neighborhood Business (NB)

East: Residential (R6) West: Residential (R6)

Existing Use: There are four separate parcels associated with the proposed rezoning request. One of the four lots is currently occupied by an existing single-family dwelling. The three remaining lots are vacant.

Land Use Plan Recommendation: The City's Land Use Plan locates all four parcels within the High-Density Residential land use designation. The High-Density Residential designation has been identified as the preferred land-use based on existing residential development patterns, constraints to development and the location of infrastructure such as water, sewer, and a transportation network. The Neighborhood Business (NB) Zoning District is not a corresponding zoning district within the High-Density Residential land-use designation.

As previously stated, this is a conditional rezoning proposal for 1.45 acres to be rezoned from Residential (R6) to Neighborhood Business (NBCZ) Conditional Zoning District limiting the use of the property to a commercial retail sales store. This 1.45 acres will be on a singular parcel through the recombination process if this conditional rezoning requires is approved.

Despite the fact that the Neighborhood Business (NB) Zoning District is not a corresponding zoning district for the High-Density land-use designation, there are a several factors which could support the rezoning request. Most of the subject properties have been vacant for approximately fifty years. Although in-fill development is a preferred use in the High-Density Residential Development land-use designation, the highest and best use of the property may be for commercial purposes. The proposed conditional rezoning request would be compatible with existing commercial zoning and uses in proximity to the site.

If the rezoning request is approved by City Council, the owner/developer will be required to submit for site plan approval before building permits are issued.

TRC REVIEW: Staff has distributed this proposed rezoning to several different departments as well as Seymour Johnson Air Force Base. No comments or concerns were received.

The following uses are permitted by right in the Neighborhood Business (NB) Zoning District and are being proposed by the applicant to be included in the Neighborhood Business Conditional Zoning District (NBCZ):

- Churches
- Community centers (public)
- Fire station
- Government Offices
- Library
- Public parks
- Police station
- Post Office, service facilities
- Public Emergency service centers
- School, fine arts or martial arts
- School, private elementary, secondary
- School, public elementary, secondary
- ABC Store, liquor sales
- Banks w/ drive-throughs
- Banks, finance and insurance offices
- Barber/beauty shop-excluding home
- Clinic, medical therapeutic
- Computer operations, data processing
- Day care centers-child
- Food stores-retail only
- Health spas, fitness and tanning
- Home services-carpet cleaning, home cleaning, interior design, locksmith, upholstery and general personal goods repair, etc.
- Laundry, coin operated and laundromat
- Offices, businesses, medical and professional excluding retail trade and home occupations
- Pharmacy, less than or equal to 15,000 sq.ft.
- Restaurants and employee cafeterias when located within the principal building
- Restaurant, general
- Retail, small nondurable goods not in its own category containing less than 30,000 sq. ft.
- Tanning salor

The proposed Neighborhood Business Conditional Zoning request is inconsistent with the City's Comprehensive Land Use Plan. However, staff is recommending approval of the rezoning request based on the fact the rezoning request would be compatible with the existing Neighborhood Business (NB) zoning and uses in proximity to the site. Due to the property remaining vacant and never used for residential development for almost fifty years, staff has concluded that this conditional rezoning to Neighborhood Business (NB) would be appropriate for serving the immediate needs of the surrounding communities.

The City of Goldsboro Planning Commission met on December 19, 2022, to review and make a recommendation regarding the rezoning proposal. The Planning Commission voted to adopt the Consistency Statement and recommend approval to City Council for the proposed rezoning. The vote was 4-0.

Council shall vote to adopt the recommendation for approval and consistency statement that the Planning Commission has provided and vote to adopt the Approval Ordinance with the inclusion of the Consistency Statement, or council shall vote to deny and adopt the Ordinance to Deny with the inclusion of a statement that deems this rezoning request to be inconsistent. Council may also continue the public hearing to a date certain if they determine further discussion is needed.

Kenny Talton, Planning Director shared there was incorrect information on the application. All the owners are not listed on the application and the church that owns property to the north of the subject property, Planning does not have evidence to show that the bishop has the legal capacity from the church to act on the church's behalf. For these reasons, Planning is requesting Council continue the hearing until next month.

Mayor Pro Tem Polack asked if a fence will be being installed around the retention pond. Mr. Talton shared they could look at that when a site plan was submitted for review.

Councilman Gaylor made a motion to continue this to a date certain, to be February 6. The motion was seconded by Mayor Pro Tem Polack and unanimously carried.

<u>Public Comment Period.</u> Mayor Ham opened the public comment period. The following people spoke:

- 1. Natalia Newkirk shared concerns regarding housing conditions at Goldsboro Housing Authority properties.
- 2. Winter Goodson shared concerns about recent comments regarding the Goldsboro Housing Authority and its Executive Director.
- 3. D.R. Halliday shared concerns about recent violence and issues with Goldsboro's youth.

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

<u>Consent Agenda</u> – Approved as Recommended. City Manager Salmon 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. Councilman Broadaway moved the items on the Consent Agenda, Items F-J be approved as recommended by the City Manager and staff. The motion was seconded by Councilman Batts and unanimously carried.

The items on the Consent Agenda were as follows:

Municipal Ordinance to Enact a Speed Limit Change for a Section of NC 581. Ordinance Adopted. The N.C. Department of Transportation is seeking to update existing ordinances on NC 581 and has requested that the City adopt a concurring ordinance.

NCDOT has conducted an engineering and traffic investigation for a 35-mph section of NC 581 between SR 1008 (Stevens Mill Road) and SR 1243 (Oberry Center Road). The Department concluded that the existing speed limit of 35-mph no longer applies for this section of NC 581. To enact the new speed limit zone of 45-mph as recommended by NCDOT, the City will need to adopt a concurring ordinance for this section of roadway.

Due to this section being within the city limits:

Enact 45-MPH Zone for:

• NC 581 between SR 1008 (Stevens Mill Road) and SR 1243 (Oberry Center Road)

City of Goldsboro current ordinances do not include blanket speed limits for NCDOT maintained streets; therefore, the City must adopt an ordinance specific to NCDOT maintained streets within the existing city limits.

It was recommended that Council adopt the following entitled ordinance enacting the speed limit for a section of NCDOT Highway System Street located within the existing city limits of Goldsboro. Consent Agenda Approval. Broadaway/Batts (7 Ayes)

ORDINANCE NO. 2023-3 "AN ORDINANCE ENACTING THE SPEED LIMIT FOR A SECTION OF NCDOT HIGHWAY SYSTEM STREET ITHIN THE CITY OF GOLDSBORO"

44th Annual Greater Goldsboro Road Run – **Temporary Street Closing. Approved.** An application was received from the Sunrise Kiwanis of Goldsboro, requesting permission to hold their 44th Annual Greater Goldsboro Road Run on Saturday, April 22, 2023 from 7:00 a.m. to 11:30 a.m.

The race is scheduled to begin at Spruce Street on Center Street and end between Chestnut Street and Spruce Street on Center Street and runs through the downtown area of Walnut Street, Evergreen Street, and Andrews Street, Berry Street,

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

The race has three race routes they will be using for the 10K, 5K, and 1-mile runs. All three routes will start and finish in the same area and will have staggered start times. The time requested for the closing is from 7:00 a.m. to 11:30 a.m.

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 Downtown Goldsboro offices are to be involved in the logistical aspects of this event.

It was recommended that Council approve the street closing of sections of Center Street at Pine Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the 43rd Annual Greater Goldsboro Road Run event 7:00 a.m. to 11:30 a.m. on Saturday, April 22, 2023. Consent Agenda Approval. Broadaway/Batts (7 Ayes)

SU-16-22 Billiards Room (Pool Hall w/ ABC Permit) – 130 S Center St. Approved. This Special Use Permit was voted on and approved at the December 19, 2022, meeting and is not eligible for further deliberation or discussion.

Council shall review the Order to Approve, and Mayor Ham shall sign the order. Consent Agenda Approval. Broadaway/Batts (7 Ayes)

SU-17-22 Tattoo Parlor (Tattoo Parlors) – **206 E Walnut St. Approved.** This Special Use Permit was voted on and approved at the December 19, 2022, meeting and is not eligible for further deliberation or discussion.

It was recommended that Council review the Order to Approve, and Mayor Ham to sign the order. Consent Agenda Approval. Broadaway/Batts (7 Ayes)

Revising Council Meeting Schedule. Schedule Revised.

The Goldsboro City Council normally meets the 1st and 3rd Mondays of every month for their Regular Council Meeting.

The following meeting should be cancelled due to a scheduling conflict:

- Monday, March 6, 2023

It was recommended that Council cancel the Monday, March 6, 2023 Council Meeting. Consent Agenda Approval. Broadaway/Batts (7 Ayes)

<u>City Manager's Report.</u> Tim Salmon shared a facilitator from Chapel Hill will assist in discussions regarding downtown parking on January 26 from 5:30 p.m.to 6:30 p.m. at the Wayne County Museum. A special meeting will be held and has been noticed. He also mentioned the Wayne County Community Covid level is high.

Ceremonial Documents.

National Law Enforcement Appreciation Day. Read by Mayor Pro Tem Polack, The Goldsboro City Council proclaimed January 9, 2023, as NATIONAL LAW ENFORCEMENT APPRECIATION DAY in Goldsboro, North Carolina, and called upon the people of Goldsboro to take time not only on January 9, 2023, but throughout the year to show their support of the law enforcement officers that put their life on the line each day to make our community a better place to live. They asked citizens to show your support by thanking your local police, wearing blue, turning your social media blue, or shining a blue porch light.

Mayor and Councilmembers' Comments.

Councilwoman Jones said Happy New Year to the citizens of Goldsboro and her constituents. She shared the following: last year was challenging, economically and socially. My desire is we move forward in finding resources to assist with our elderly, with their electric bills and their utility bills. We will continue to work for affordable housing. May we become a village for safety. Violence of any kind is unacceptable. Our children are being shot down in the streets and in the middle of the day. We have to begin to learn to work with one another and be each other's eyes and ears. I am very troubled with the increased shootings, this has affected all of us. My condolences to the family and friends of those who have been affected. I ask that we all work together. My community is gathering together to work on ideas and strategies to see how we can become more effective in helping our children. The shooting and a death of a loved one is always tragic and I desire that we all become a village and a community that works together, and bands together. Councilwoman Jones announced a Suicide Awareness Prevention workshop, January 14 from 10:00-12:00 at Saint James AME Zion Church, sponsored by the North Carolina Council of Churches and Councilwoman Jones.

Councilman Broadaway congratulated Major Carmon on his 28 years of service and stated he has done a magnificent job. He thanked the public for their patience in our leaf collection and debris collection efforts. He thanked the public works crews that have had been working extra hours and they're working without one or two trucks. He stated, they are low on personnel, and they are low on equipment. I would just like to thank them.

Mayor Pro Tem Polack stated the following: pray for our youth and let's lead by example as adults on how to be positive influences and how to take our community in the right direction. Let's pray for the families who have been affected by the recent violence. I also want to applaud the work done by the various leaders and organizers within our community. They work tirelessly to ensure our children have an outlet, thereby redirecting them from engaging in negative behaviors. I want to give a special shout out to Ashford Boxing Gym, as well as brothers, Ro Taylor and Richard Taylor, and Major Halliday for their consistency with helping the youth in our city. I want to take 2023 in a positive direction.

Councilwoman Matthews shared the following: oftentimes we, especially on this platform, we talk about things we need to do and things we should be doing. I am asking this board to let's stop talking about it and let's start doing something about it. Major Halliday came before us, and he had this great initiative. And whether we liked it or not it's an opportunity to try it and I think we should be looking at opportunities to do so. We have a retreat coming up. Talking about the violence and talking about homelessness should be on our retreat. We should be having discussions and brain sessions about what we could possibly do. We've been talking about it but we're not doing anything. City Manager, I am requesting that this issue be put on the agenda. I don't have a special name for it, but if we want to do, Concerns of the City, I don't know how we want to name it. I can send you an email in detail. I also want to encourage the board to check your emails. I sent emails to everyone on this board and only two of you responded. We get up here and we talk about working together, and how we are a cohesive unit and yet there's no action to support the words that we say. I deserved a response, I asked for a response. Please go back and check your emails if you haven't, it's been close to a week now, and I haven't heard anything from all of you, so I would appreciate that very much.

Councilman Gaylor shared the following: following on Councilman Broadaway's comments, a debt of gratitude to Major Carmon. Someone who gives that amount of time to the service of their country and then the service of their city and doing it selflessly and the quality that he did absolutely deserves this recognition from the city. Thank you to him. The volume of people that are out working right now keeping this city afloat, keeping the city going, keeping the city around and it is pretty incredible when you get out and meet the different, firefighters, our policemen, our public works crews, our parks and rec crews. We've got some amazing people and that's always my favorite part of being on this council. When we have someone that we are recognizing. I hate that we're recognizing them because they're leaving but I'm grateful for recognizing them because they were here. Happy New Year everyone, I look forward to another good year and thank you to all of those that keep city running.

Councilwoman Batts said Happy New Year to everyone.

Mayor Ham shared the following: I just want to say to Mr. Halliday, I share your grief and concern about the news we've heard the last 24 hours. To see two teenage children in this city, get in a firefight with adults and suffer the consequences that they all four did is very sad. It's not just the last 24 hours, it happens too often. I don't know what the solution is to be honest with you, if I did, we wouldn't have it anymore. I know that it's a problem that grates on my heart and my nerves every time I hear it. I'm sorry for the loss of the individuals and their families. I hope God willing that we can turn this thing around somehow. Mayor Ham thanked Mr. Halliday for his concerns and expression.

There being no further business, Mayor Ham adjourned the meeting at 8:14 p.m.

David Ham Mayor

Laura Getz City Clerk

CITY OF GOLDSBORO **AGENDA MEMORANDUM JANUARY 23, 2022 COUNCIL MEETING**

SUBJECT:

PUBLIC HEARING

Non-Contiguous Annexation Request – J and J Daniels Farming Enterprises, LLC. - Located on the east side of South 111 Hwy. (Corner of South NC 111 Hwy. and

Ditchbank Rd.)

BACKGROUND:

The City Council, at their meeting on December 19, 2022, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place and purpose of the

meeting.

DISCUSSION:

Pursuant to G. S. 160A-58, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the proposed annexation.

If the Council determines that the proposed annexation meets all the requirements of G. S. 160A-58, it has the authority to adopt an annexation ordinance.

Attached is a report prepared by the Planning Department in conjunction with other departments, concerning the subject annexation area. All City services can be provided to the property except for City water. Water will be provided to the subject annexation area via Eastern

Wayne Sanitary Water District.

RECOMMENDATION:

By motion, after the public hearing, adopt the attached Ordinance annexing J and J Farming Enterprises,

LLC. effective January 23, 2023.

Date: 1/18/23

Planning Director

ORDINANCE NO. 2023 - 4

AN ORDINANCE ANNEXING CERTAIN NON-CONTIGUOUS REAL PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given in compliance with the pertinent provisions of Chapter 160A-58 of the General Statutes of North Carolina, a public hearing was held before the City Council of the City of Goldsboro, North Carolina, at a regular meeting held in the City Hall in Goldsboro on January 23, 2023 relative to the annexation of the non-contiguous real property hereinafter described to the City of Goldsboro; and

WHEREAS, at said public hearing all persons owning property in the area proposed to be annexed who alleged error in the Petition for Annexation, as well as residents of the City of Goldsboro who question the necessity for annexation, were given an opportunity to be heard along with proponents of such annexation; and

WHEREAS, after the completion of said public hearing, the City Council has determined that the Petition for Annexation meets the requirements of said Section 58 of Chapter 160A of the General Statutes of North Carolina, and has further determined, after due and careful deliberation, that it is for the best interest of the City of Goldsboro and its citizens that the noncontiguous real property proposed to be annexed be annexed to the City of Goldsboro; and

WHEREAS, as a result of said annexation, it is necessary to modify the boundaries of the six (6) single-member electoral districts of the City of Goldsboro as shown on a map entitled "Official Election District Boundaries" adopted August 1, 2022 and to amend said map as hereinafter set forth; and

WHEREAS, the City Council finds it to be in the best interests of the City of Goldsboro to modify the boundaries of the electoral district in order to afford the citizens of the annexed area full participation in the electoral process of the City of Goldsboro and in order to comply with State and Federal law.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following described (metes and bounds) non-contiguous real property be and the same is hereby annexed to the City of Goldsboro:

J and J Daniels Farming Enterprises LLC

Located on the east side of South 111Hwy. (Corner of South 111 Hwy. and Ditchbank Rd.)

Lying and being in New Hope Township, Wayne County, North Carolina and being more particularly described as, Beginning at an iron pipe on the eastern right-of-way of NC Highway 111, the northwest comer of Kenneth D. Keesee (Deed Book 2765 Page 509, and the southeast comer of J & J Daniels Farming Enterprises LLC (Deed Book 2817 Page 843), thence along said right-of-way NI 6°35' 12"E, 712.65' to a set iron pipe, thence N78°52'39"E, 76.75' to an existing iron rebar on the southern right-of-way of Ditchbank Road (SR 1726), thence along said right-of-way, S66°32'32"E, 533.93' to an existing iron rebar, thence leaving said right-of-way and across the Daniels property, S14°42'16"W, 821.77' to an existing iron rebar on the southern Daniels line, thence N72°23' 13"W, 277.16' to an existing iron rebar, the southeast comer of Kenneth D. Keesee, thence along the eastern line of Kessee, N I 6°40' 19"E, 124.84' to an existing iron rebar, the northeast comer of Keesee, thence along the northern line of Keesee, N72°15'04"W, 348.16' to the point of beginning, being 10.91 acres, and being a portion of the property conveyed to J & J Daniels Farming Enterprises LLC, Deed Book 2817 Page 843, and being a portion of PIN: 3527273569.

BE IT FURTHER ORDAINED THAT:

1. The City of Goldsboro will provide refuse service, fire and police protection to the property;

- 2. The developer of the property will agree to be responsible for all costs associated with extending City sewer lines to serve the property;
- 3. Water services to the subject annexation area will be provided by Eastern Wayne Sanitary Water District dba Wayne Water Districts.
- 4. The annexed area herein above identified be added to and become a part of Electoral District 2;
- 5. The boundaries of the six single-member electoral districts shall be modified and changed as shown on a map entitled "Official Election District Boundaries Map" adopted August 1, 2022;
- 6. The Director of Planning is directed to prepare an official map showing the district boundaries and to file a copy of the official map in the Office of the City Clerk as required by G. S. 160A-22 and G. S. 160A-23. Further, the City Clerk shall forward a copy of the official map to the Wayne County Board of Elections;
- 7. The effective date of annexation for the property under consideration is January 23, 2023.

Adopted this 23rd day of January, 2023.

Attested by:

Laura Getz, City Clerk

NON-CONTIGUOUS ANNEXATION REPORT J AND J FARMING ENTERPRISES, LLC

1. Property Description

a. <u>Location</u>: Located on the east side of South 111 Hwy. (Corner of South NC 111 Hwy. and Ditchbank Rd.)

b. <u>Population</u>: Not applicable. The subject property is currently vacant.

c. Acreage: 475,235 sq. ft. or 10.91 acres

d. Zoning: Residential (R9)

Wayne Co. Tax Id: 3527-27-3569

Rezoned by Goldsboro City Council on July 11, 2022 (Z-14-22)

2. <u>Engineering Description</u> (see attached metes and bounds description)

3. Qualifications

- a. The area proposed to be annexed meets the requirements of G. S. 160A-58.1 except for requirement #3. (See below)
 - 1. The nearest point on the proposed satellite corporate limits is not more than three miles from the primary corporate limits of the annexing city;
 - 2. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
 - 3. The area is situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits; (City water will not be available to the subject annexation area)
 - 4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, does not exceed 10% of the area within the primary corporate limits of the annexing city.

4. Plans for Extension of Municipal Services

a. <u>Fire Protection</u>: The City will provide fire protection to the subject property.

- b. Police Protection: The City will provide police protection to the property.
- c. <u>Refuse Collection</u>: The City's Public Works Department can provide residential refuse service.
- d. <u>Street Construction and Maintenance</u>: No public street is included within the petition for annexation.
- e. <u>Water and Sewer Service</u>: City sewer will be available to serve the property. City water is not available to serve the property. Water services will be provided by Eastern Wayne Sanitary Water District.
- f. <u>Estimated Revenues</u>: The estimated revenue for the undeveloped property, as listed below, is based on the assessed valuation for 2021.

Existing Development: Vacant Land @ 10.91 acres

Land Value (Wayne Co. Tax Office)

Existing Farm Program Tax Value: \$10,400.00

Estimated Revenue (City tax rate) $$10,400/100 \times $.68 =$

\$70.72

Proposed Use Tax Value: \$220,000.00

(Predevelopment-land only)

Estimated Revenue (City tax rate) \$220,000.00/100 x \$0.68=

\$1,496.00

Proposed Use Tax Value: \$20,000.00/lot

(1,500sqft. single family home@\$120sqft.)\$180,000.00

\$200,000.00/100 x \$0.68 =

Estimated Revenue (City tax rate) \$1,360.00 per lot x 86 lots =

\$116,960.00

g. <u>Estimated Payments to Volunteer Fire Department:</u>

As required under G. S. 160A-31, the City is required to pay either:

1. A <u>proportionate share</u> of the Elroy Volunteer Fire Department's debt if the calculated amount is \$100 or more.

*The City of Goldsboro obtained information from Elroy's Volunteer Fire Department to determine if a proportionate share will be owed. As of November 28, 2022, there will be no proportionate share owed.

2. The cost of <u>contracting for fire protection</u> with the Elroy Volunteer Fire Department. (Not applicable)

5. Voting District

The City adopted a new Official Election District Boundary Map on August 1, 2022. It is customary to add a newly annexed area to the nearest voting district, therefore, this area, if annexed, will be added to District 2 unless the City Council instructs the City staff to include this area in another district.

6. <u>Staff Findings</u>: The proposed annexation meets the City policy requirements as outlined in all of the above items and NCGS 160A-58.

NOTICE OF PUBLIC HEARING ANNEXATION OF NON-CONTIGUOUS PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

Notice is hereby given that, in compliance with Section 160A-58.2 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on Monday, January 23, 2023, at 7:00 p. m. relative to the annexation of the real non-contiguous property hereinafter described to the City of Goldsboro.

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

J and J Daniels Farming Enterprises

Lying and being in New Hope Township, Wayne County, North Carolina and being more particularly described as, Beginning at an iron pipe on the eastern right-of-way of NC Highway 111, the northwest comer of Kenneth D. Keesee (Deed Book 2765 Page 509, and the southeast comer of J & J Daniels Farming Enterprises LLC (Deed Book 2817 Page 843), thence along said right-of-way Nl 6°35' 12"E, 712.65' to a set iron pipe, thence N78°52'39"E, 76.75' to an existing iron rebar on the southern right-of-way of Ditchbank Road (SR 1726), thence along said right-of-way, S66°32'32"E, 533.93' to an existing iron rebar, thence leaving said right-of-way and across the Daniels property, S14°42'16"W, 821.77' to an existing iron rebar on the southern Daniels line, thence N72°23' 13"W, 277.16' to an existing iron rebar, the southeast comer of Kenneth D. Keesee, thence along the eastern line of Kessee, N16°40' 19'E, 124.84' to an existing iron rebar, the northeast comer of Keesee, thence along the northern line of Keesee, N72°15'04"W, 348.16' to the point of beginning, being 10.91 acres, and being a portion of the property conveyed to J & J Daniels Farming Enterprises LLC, Deed Book 2817 Page 843, and being a portion of PIN: 3527273569.

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

Laura	Getz, City Clerk
Ronal	d T. Lawrence, City Attorne

PUBLISH: 1/12/23

0500 MERCHANDISE

State Coffee Table with 2 Matching End Table: Excellent Condition. Asking Only \$100.00 Call 919-221-3098

Glass Top, Picnic Table. Asking Only \$25.00 If Interested Gall 919-440-2012

Handican Walkers Like New, Good Condition Asking Only \$12.00 each, Call 919-440-2012

PERFECT FOR IN HOME DAYCARE Lots of Toya, Bikes, Colls, Little Tikes, Table and Chairs. Ranging from \$1-\$20 Ranging from \$1-\$20 Call 919-288-5993

Large, Floor Model, TV Works Good. Asking Only \$50.00 Call 919-221-3098

2 Black/ White Boutique Chairs, Only \$50.00 for set You Pick Up 984-277-7412 919-584-7745

Large, Around, Dinette Set th 4 matching chairs Excellent Condition, Only \$160.00, if interest Call 919-221-3098

Lift reclining chair, \$250. Call 919-988-9001

MEDIUM SIZE DOG CRATE Asking Only \$20.00 Call B19-288-5893

MISC. CLOTHING ITEMS, Some Name Brand Priced to Sell at \$1 - \$5 919-288-5993

NAME BRAND COATS By Northface, Carhant NC State Jackets & Camoullage \$5-\$20 Call 919-288-5993

Nature Ones, CBD Gummles, 300MGs, 5 Bottles available, Asking \$80.00 for all or best offe Call 919-429-1601

PVC Pipes & Electrical Pipes with various sizes available, Call 919-221-3098

Single Bed with metal frame, \$75. Dining Room Table w/ 4 chairs, \$100. Call 919-968-8001

Steel Shelves with Brackets 15x48 INCH, \$3.00 ea Call 919-221-3098

Various Plumbing Accessories Available, Connectors etc. If Interested & for more details Call 919-221-3098

Variety of Old Vintage Tools \$5.00 to \$20.00 also Vintage Non Electric or Gas Lawnmower \$25.00 Cell 919-288-5993

NOCONA Hand Tooled Country View Store, Vestern Leather Belt, Brand New, Made in Texas, Size 32. Asking Only \$30. CALL 919-429-1601

Wheelchair w/legs, Regular Size, Good Condition, Asking Only \$45.00 Cell 919-221-3098

Women's blue Air Force shirt, \$25 obs. 919-222-3079

0600 REAL ESTATE FOR

Room for rent Nice & Clean Furnished Cable, Wi-fi, Central Heat Air, Washer & Dryer Cell 919-920-6797

ADAMSVILLE STORAGE UNITS 1ST MONTH FREE IN 5X10 UNITS= \$30.00 MONTHLY 10X12 UNITS= \$75.00

0800 TRANSPORTATION



2009 CHRYSLER **TOWN & COUNTRY**

\$6,800

TAN, TOURING EDITION, 3RD ROW. ONLY 73K MILES, SUPER CLEAN VAN

JACKSON'S AUTO MART 919-658-1222 Se Habia Espanol



4 RUNNER SRS PREMIUM \$27,500

GRAY WITH BLACK LEATHER SUNROOF, LOADED ONLY 78K MILES

JACKSON'S AUTO MART 919-635-1222 El Habia Espanol



2018 CHEVROLET SILVERADO 1500 \$20,800

WHITE WITH GREY LEATHER, CREW CAB, 5.3-V8, 2WD, ONE OWNER, 2 TO CHOOSE FROM

JACKBON'S AUTO MART 919-658-1222 Se Habia Espanol

0900 LEGALS

NOTICE OF ADMINISTRATION NORTH CAROLINA WAYNE COUNTY

The undersigned, having qualified as Executor of the Estate of Betty L. Holloway, also known as Bettie L. Holloway, late de cessed of Wayne County, this is to actify all persons, firms, and corporations having claims ugainst the estate of said deceased to file them with the undersigned c/o Attorney Tommy W. Jamett. P.O. Drawer 8, 100 William Street, Goldsboro. NC 27533-0008, on or before the 27th day of March, 2023, or this notice will be pleaded in bar of their right to recover against suid estate.

All persons indebted to said es-

tote will please make immediate

0900 LEGALS

NORTH CAROLINA ADMINISTRATRIX NOTICE

WAYNE COUNTY The undersigned, SUSAN RHODES WILLIAMS, having qualified as Administratrix of Estate of NANCY EVANS RHODES, deceased, late of Wayne County, North Carolina, this is to notify all persons hav-ing claims against said Estate to present them to the undersigned at 309 Mobile Circle, Dudley. North Carolina 28333; or at JANICE S. HEAD, P.A., Attor ney for the Estate, 126 North Center Street, Mount Olive. North Carolina 28365 on or before the 29th day of March, 2023, or this Notice will be plead in bar of their right to re-cover. All persons indebted to said Estate, please make imme diate payment to the under-

This the 29th day of December,

SUSAN RHODES WILLIAMS Administratrix of the Estate of NANCY EVANS RHODES, Deceased c/o Junice S. Head

JANICE S. HEAD, P.A. Attorney at Law 126 North Center Street Mount Olive, North Carolin 28365

Telephone-(919)658-9436 December 29, 2022 and January 5, 12 and 19, 2023

NOTICE TO CREDITORS OF

BILLY GENE HARDEE All persons, firms, and corpora-tions having claims against Billy Gene Hardee, deceased, of Wayne County, are notified to exhibit them to the undersigned on or before the 5th day of April, 2023, or this notice will be pleaded in bar of their recov-ery. All persons indebted to the estate will please make immedie payment to the undersigned.

This 5th day of January, 2023. Nancy Edwards Hardee Executor of the Estate of Billy Gene Hardee c/o Mark J. Hale, Jr. Baddour, Parker, Hine & Hole.

PC Attorneys for Estate P.O. Box 916 Goldshoro, NC 27533-0916 (919) 735-7275 January 5, 12, 19 and 26, 2023

> NOTICE OF ADMINISTRATION NORTH CAROLINA WAYNE COUNTY

The undersigned, having quali-fied as Administrator CTA of the Estate of Margie F. Barden aka Marjorie Williford Barden late deceased of Wayne County. hereby notifies all persons hav ing claims against the estate of said deceased to file them with the undersigned on or before the March 29, 2023 or this notice be pleaded in bar of their right to recover against said es-

All persons indebted to said estate will please make immediate payment. This 21st day of December,

John W. Dees Administration CTA and Attorney for the Estate 100 N. William Street Post Office Drawer 8 boro, N. C. 27533-0008 Telephone: 919-735-8311 December 29, 2022 0900 ABOALS

NOTICE OF **PUBLIC HEARING** ANNEXATION OF NON-CONTIGUOUS PROPERTY TO THE CITY OF GOLDS-BORO, NORTH CAROLINA Notice is hereby given that, in compliance with Section 160A-58.2 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on Monday, January 23, 2023, at 7:00 p. m. relative to the annexation of the real non-contiguous property hereinafter described to

the City of Goldsboro.

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

Lond I Daniels Farming Enterprises

Lying and being in New Hope Township, Wayne County, North Carolina and being more particularly described as, Beginning at an iron pipe on the e ern right-of-way of NC Highway 111, the northwest comer of neth D. Keesee (Deed Book 2765 Page 509, and the south east comer of J & J Daniels ing Enterprises LLC (Deed Book 2817 Page 843), thence along said right-of-way NI 6°35' 12°E, 712.65' to a set iron pipe. e N78°52'39" E, 76.75" to an existing iron rebar on the southern right-of-way of Ditch-bank Road (SR 1726), thence along said right-of-way, \$66°32'32"E. 533.93' to an existing iron rebar, thence feaving said right-of-way and across the Daniels property, S14°42'16"W, 821.77' to an existing iron rebar on the southern Daniels line. thence N72°23' 13°W, 277 .16' to an existing iron rebur, the southeast comer of Kenneth D. Keesee, thence along the eastern line of Kessee, N I 6°40' 19°E. 124.84' to an existing iron rebar, the northeast comer of Keesee, thence plong the northorn line of Keesee, N72°15'04"W, 348.16' to the point of beginning, being 10.91 acres, and being a portion of the property conveyed to J & J Daniels Farming Enterprises LLC. Deed Book 2817 Page 843, and being a portion of PIN: 3527273569,

All interested persons are in-vited to attend this public hear-ing and to be heard. If you plan to attend and require a sign lan-guage interpreter, please contact the City Manager's office at City Hall at least four (4) days prior to the meeting.

City Clerk Ronald T. Lawrence. City Attorney 1/12/23

NOTICE TO CREDITORS KRISHNE N. GOWDA All persons, firms, and corporations having claims against Krishne N. Gowda, deceased, of Wayne County, are notified to

exhibit them to the undersigned on or before the 5th day of April. 2023, or this notice will

0900 LEGALS

of the Estate of Krishne N. Gowda c/o Mark J. Hale, Jr. Baddour, Parker, Hine & Hale,

Attorneys for Estate P.O. Box 916 Goldsboro, NC 27533-0916 (919) 735-7275 January 5, 12, 19, and 26, 2023

NORTH CAROLINA WAYNE COUNTY **EXECUTRIX NOTICE**

The undersigned, LISA SPEIGHT HALES, having qualified as Executrix of the Estate of SHELBY JEAN LANCASTER SHELBY JEAN LANGASTER KENNEDY, doceased, late of Wayne County, North Caroline, this is to notify all persons having claims against said Estate to present them to the undersigned at 258 Nor-Am Road, Pikeville, North Carolina 27863; or all JANICE S. HEAD, P.A., Altomey for the Estate, 126 North Center Street, Mount Olive, North Caro-line 28365 on or before the 22nd and 20300 on or before the 22nd day of March, 2023, or this No-tice will be plead in ber of their right to recover. All persons in-debted to said Estate, please make immediate payment to the understoned

This the 22nd day of Dacember,

LISA SPEIGHT HALES Executity of the Estate of SHELBY JEAN LANCASTER KENNEDY, Deceased t/o Janice S. Head JANICE S. HEAD, P.A. Attorney at Law 126 North Center Street Mount Olive, North Carolina

Telephone-(919)658-9436

Run in the Goldsboro New Argus On December 22, 29, 2022 and January 5, and 12, 2023.

PUBLIC HEARING NOTICE CITY OF GOLDSBORO **BOARD OF ADJUSTMENT** MEETING

Notice is hereby given that a public hearing will be held before the Board of Adjustment of the City of Goldsboro, North Carolina, on Monday, January 30th, 2023 at 6:00 p. m., in City Council Chambers, 214 N. Center Street in the Historic City Hall building to consider the following variance request: HOM-5-22 Barbara Doerter 3884 E Ash St. The property is zoned Residen-tial (R-20) and addressed as 3884 E Ash St., Goldshoro. North Carolina 27530. The Wayne County tax identifica-tion number is 3518-97-0251. The property has an approxim ute frontage of 98 ft., an approx-imate depth of 222 ft. and a total

area of approximately 21.756 sq. ft. or 0.49 acres. The applicant is requesting a Home Occupation Permit to op-erate a Holistic Body Work Therapy personal service. All interested persons are invited to attend this public hearing and to be heard. Handicapped persons needing assistce or aids should contact the Clerk's office prior to the meet-ing at 919-580-4361 City Half at least four (4) days prior to the

> Laura Getz City Clerk Ronald Lawrence, City Attorney 1/12/23 & 1/19/23

PUBLIC NOTICE: Celleo Partnership and its controlled affiliates doing business as Verizon Wireless is proposing to construct multiple small cell communications antenna atop pro0900 LEGALS

Commussion (FCC) Antenna Structure Registration (ASR, Form 854) filing numbers are shown with each structure in. formation below. The deployment includes 10 new poles that do not exceed 38 feet in height, located at the following individual coordinates;

SMC_Seymonr_Housing_2: 35° 22' 0.8544" N / 77° 57' 24.4944" W; ASR App Filing# A1225378 SMC_Seymour_Housing_3: 35° 21'58.6908" N / 77° 57' 1.5084" W; ASR App Filing# A1226470 SMC_Seymour_Housing_4: 35° 21' 50.4252" N / 77° 57' 4.2732" W; ASR App Filing# A1234044 SMC_Seymour_Housing_5; 35° 21'38,3004" N / 77° 57' 19.512°W; ASR App Filings A1234045

SMC_Seymour_Housing_11: 35° 21' 33.4692" N / 77° 56' 58.8336" W; ASR App Filing# A1233923

SMC_Seymour_Housing_12: 35° 21' 37.9656" N / 77° 56' 40.0308" W; ASR App Filing# A1234085

SMC_Seymour_Housing_1: 35° 21' 56.934" N / 77° 57' 15.1164" W: ASR App Filing# A1225376 SMC_Seymour_Housing_6: 35° SMC_Seymour_Housing_6: 35' 21' 33.7464" N / 77" 57' 7.5672' W: ASR App Filing# A1233704 SMC_Seymour_Housing_7: 35° 21' 43.0488° N / 77° 57' 4.7268" W; ASR App Filing# A 1234043 SMC Seymour Housing R: 35° 21' 44.892" N / 77° 56' 46.1472' W; ASR App Filing# A1234463

ENVIRONMENTAL EF-FECTS - Interested persons may review the application www.fcc.gov/asr/applications) by entering the filing number. Environmental concerns may be raised by filing a Request for Environmental Review (www.fcc.gov/usr/environmentalrequest) and online filings are strongly encouraged. The mailing address to file a paper copy is: FCC Requests for Environ mental Review, Attn: Ramon Williams, 45 L Street NE. Washington, DC 20554. Reference Terracon Project No. 49237018.

January 12, 2023



https://www.newsargus.com/eedition/page-a7/page_89968679-23ba-59ce-9885-50ee535340b5.html

Non-Contiguous Annexation Petition J and J Daniels Farming Enterprises, LLC. HWY

ANNEXATION

REQUEST: NON-CONTIGUOUS ANNEXATION APPLICANT: J and J Daniels Farming Enterprises, LLC LOCATION: Located on the east side of South NC 111 Hwy.

(Corner of South NC 111 Hwy. and Ditchbank Rd.)

0 50100 200 Feet





The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various egencies and departments both internal and external to the City of Goldsborn, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. stroute be consumed for vermiceron or the information contained nerein The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

	\mathcal{C}
ltem	C

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT: STREET CLOSING-PUBLIC HEARING AND FINAL COUNCIL ACTION

Dakota Avenue (From East Fourth Street to East Fifth Street) East Fifth Street (From Humphrey Street to Dakota Avenue)

Petitioner: County of Wayne

BACKGROUND: On December 8, 2022, the County of Wayne petitioned for two

street closures referenced above in preparation for developing an office complex for County agencies to operate. The referenced street sections have been identified on the attached map

indicating the length and right-of-way width.

DISCUSSION: The petitioned street closings have been forwarded to the Fire,

Police, Engineering and Public Works Departments for their review. No objections to the closing have been submitted.

The Engineering Department has indicated that a utility easement should be reserved over Dakota Avenue for an existing 6-inch water line and an existing 8-inch sewer line if the public right of way is closed. In addition, the Engineering Department has indicated that a utility easement should be reserved over Fifth Street for an existing 6-inch water line and an existing 8-inch sewer line if the public right of way is closed.

Wayne County has agreed to provide a survey of the property identifying the location of all utilities and the easements proposed as reserved by the City of Goldsboro.

If the street sections are closed, ownership of the right-of-way would return to the County of Wayne.

On December 19, 2022, City Council adopted a Resolution of Intent setting the public hearing for January 23, 2023 and that Resolution was advertised for four weeks in the local newspaper. Adjacent property owners were notified of the public hearing by certified mail and the street section was posted with notice of the public hearing.

RECOMMENDATION:

By motion, accept the recommendation of City staff and adopt an Ordinance officially closing the following streets:

Dakota Avenue (From East Fourth Street to East Fifth Street); and,

East Fifth Street (From Humphrey Street to Dakota Avenue).

In addition to closing the streets referenced above, the City of Goldsboro would reserve a utility easement over Dakota Avenue for an existing 6-inch water line and an existing 8-inch sewer line. In addition, the City of Goldsboro would reserve a utility easement over Fifth Street for an existing 6-inch water line and an existing 8-inch sewer line.

Kenny Talton, Planning Director

Date:

Timothy Salmon, City Manager

ORDINANCE NO. 2023 - 5

AN ORDINANCE ORDERING THE CLOSING OF PORTIONS OF CERTAIN STREETS WITHIN THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, after notice duly given in compliance with the provisions of General Statute 160A-299, public hearings were held at a regular meeting of the City Council of the City of Goldsboro, North Carolina, on Monday, January 23, 2023; and

WHEREAS, after due and careful consideration, the City Council of the City of Goldsboro deems it in the best interest of the City and its citizens, and of no harmful effect to the adjoining property owners, that certain portions of certain streets be closed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that it be and is hereby ordered:

1. That the following described street sections be closed:

Dakota Avenue (From East Fourth Street to East Fifth Street)

East Fifth Street (From Humphrey Street to Dakota Avenue)

- 2. A utility easement should be retained over both sections of Dakota Avenue and East Fifth Street for an existing 6-inch water line and an 8-inch sewer line if the right-of-way is closed.
- 3. Ownership of the right-of-way would return to the property owner acting as petitioner and named the County of Wayne.
- 4. That a certified copy of this Ordinance be filed in the Office of the Register of Deeds of Wayne County.

David Ham, Mayor

Adopted this 23rd day of January, 2023.

Attested by:

Laura Getz. City Clerk

RESOLUTION NO. 2022- 128

RESOLUTION AS TO THE INTENT OF THE CITY COUNCIL OF THE CITY OF GOLDSBORO TO CLOSE A CERTAIN STREET OR STREETS WITHIN THE CITY OF GOLDSBORO, NORTH CAROLINA

BE IT RESOLVED that the City Council of the City of Goldsboro, North Carolina, pursuant to the authority given them by General Statute 60A-299 of North Carolina do hereby declare:

- 1. That it is the intent of the City Council to consider closing a certain street within the City of
- 2. That the streets requested for closing shall be described as set forth hereunder:

Dakota Avenue (From East Fourth Street to East Fifth Street)-Running from the intersection of Fourth Street and Dakota Avenue in a northeasterly direction approximately 300 ft. to its terminus and having a right-of-way width of 100 ft.

East Fifth Street (From Humphrey Street to Dakota Avenue) -Running from the intersection of Humphrey Street and Fifth Street in a northwesterly direction approximately 300 ft. to its terminus and having a right-of-way width of 60 ft.

- That a map portraying the layout of the above designated street proposed to be closed and the area served by it may be examined in the Goldsboro Department of Planning.
- 4. That, in accordance with Section 160A-299(c) of the General Statutes of North Carolina, the abutting property owners will be vested with the right, title and interest in the right-of-way extending to the centerline of the street to be closed.
- That, in accordance with Section 160A-299(f) of the General Statutes of North Carolina, the City may reserve its right, title and interest in any utility improvement or easement within the street to be closed.
- That a public hearing on all matters concerning the proposed street closing will be held before the City Council in the Council Chambers, City Hall on Monday, January 23, 2023 at 7:00 p.m.

Adopted this 19th day of December, 2022.

Attested by:

Laura Getz, City Clerk

STREET CLOSING Dakota Avenue (From East Fourth Street to East Fifth Street) East Fifth Street (From Humphrey Street to Dakota Avenue)



STREET CLOSING:

REQUEST: STREET CLOSING APPLICANT: COUNTY OF WAYNE

LOCATION: Dakota Avenue (From East Fourth Street to East Fifth Street)

East Fifth Street (From Humphrey Street to Dakota Avenue)

0 50 100 200 Feet





The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, N.C. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map, it is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

STREET CLOSING Dakota Avenue (From East Fourth Street to East Fifth Street) East Fifth Street (From Humphrey Street to Dakota Avenue)



STREET CLOSING REQUEST: APPLICANT: COUNTY OF WAYNE

LOCATION: Dakota Avenue (From East Fourth Street to East Fifth Street)

East Fifth Street (From Humphrey Street to Dakota Avenue)

0 50 100 200 ■ Feet





The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information sources should be consulted for verification of the information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT: Nonprofit Funding Policy (FINPOL-N001) Adoption

BACKGROUND: In the FY2022-23 budget process, the City initiated changes to implement a more

formal process to apply, approve and fund nonprofits performing contracted

services for the City.

DISCUSSION: At this time, it is necessary for Council to review and approve the attached

Nonprofit Funding Policy (FINPOL-N001) so that Finance may carry out the funding process for the nonprofits. This also formally establishes the process that

will be used for the FY2023-24 annual budget cycle.

RECOMMENDATION: It is recommended that the City Council, by motion:

1. Adopt the attached resolution for the Nonprofit Funding Policy

(FINPOL-N001)

1/15/2023

Catherine F. Gwynn, Finance Director

Timothy M. Salmon, City Manager

RESOLUTION NO. 2023- 2

RESOLUTION ADOPTING A POLICY FOR NONPROFIT FUNDING (FINPOL-N001)

WHEREAS, the City of Goldsboro, provides for the welfare and safety of its citizens through the execution of various programs for which it has constitutional and statutory authority; and

WHEREAS, the City Council has the authority to contract certain services to qualified nonprofits if it is determined by the City Council to be the most efficient use of General Fund appropriations; and

WHEREAS, it is necessary to establish a policy of Nonprofit Funding to provide staff the directives to execute any such contracts approved through the annual budget appropriations process; and

WHEREAS, the policy is established in accordance with the following:

- 1) Constitutional Authority Article V, Section 2(7) of the North Carolina Constitution permits local governments to "contract with and appropriate money to any person, association, or corporation for accomplishment of public purposes only."
- 2) North Carolina Constitution Article V, Section 2(1) public purpose requirement. All public funds, no matter the source must be expended for the benefit of the citizens of a local government, and not solely for the benefit of particular persons or interest.
- 3) Statutory Authority NC G.S. §160A-20.1 "Authority. A city may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in."
- 4) The City is authorized under NC G.S. §160A-209 to contract with nonprofit organizations to provide services that it may furnish to its citizens under its constitutional authority. The City may provide the following:
 - a) Arts Programs and Museums. To provide for arts programs and museums as authorized in G.S. 160A-488.
 - b) Economic Development. To provide for economic development as authorized by G.S. 158-7.1.
 - c) Historic Preservation. To undertake historic preservation programs and projects.
 - d) Human Relations. To undertake human relations programs.
 - e) Hospitals. To establish, support, and maintain public hospitals and clinics, and other related health programs and facilities, and to aid any private, nonprofit hospital, clinic, related facility, or other health program or facility.
 - f) Housing. To undertake housing projects as defined in G.S. 157-3, and urban homesteading programs under G.S. 160A-457.2.
 - g) Joint Undertakings. To cooperate with any other county, city, or political subdivision of the State in providing any of the functions, services, or activities listed in this subsection.
 - h) Parks and Recreation. To establish, support, and maintain public parks and programs of supervised recreation.

i) Public Transportation. – To provide public transportation by rail, motor vehicle, or any other means of conveyance other than a ferry, including any facility or equipment needed to provide the public transportation.

David Ham, Mayor

- j) Senior Citizens Programs. To undertake programs for the assistance and care of its senior citizens.
- k) Urban Redevelopment. To provide for urban redevelopment.

NOW, THEREFORE BE IT RESOLVED that the governing board of the City of Goldsboro hereby adopts and enacts the Nonprofit Funding Policy (FINPOL-001).

This Resolution shall be in full force and effect from and after this 23rd day of January, 2023.

ATTEST:

Laura Getz, City Clerk



Subject:	Section: City Council Policies			Department Submitted: FINANCE	
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
	FINPOL-N001	1/10/2023	0	-	1 of 8
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
		Approved by:			
	Supersedes:	Approved by:			

I. PURPOSE

To establish the guidelines for process of funding and record keeping for Nonprofit Agencies funded by the City of Goldsboro, through the General Fund in the annual budget appropriation.

II. DIVISIONS AND INDIVIDUALS AFFECTED

- Finance Director
- Assistant Finance Director
- Executive Assistant Finance Department
- Finance Department Office Assistant
- City Manager
- Assistant to the City Manager
- Community Relations Director
- City Clerk
- Deputy City Clerk

III. <u>OVERVIEW</u>

- 1) Submission for Annual Operating Budget
- 2) Funding letter and annual contract after adoption of Annual Operating Budget
- 3) Quarterly funding allocation and submission of documents for payment

IV. STATUTORY AUTHORITY

- 1) Constitutional Authority Article V, Section 2(7) of the North Carolina Constitution permits local governments to "contract with and appropriate money to any person, association, or corporation for accomplishment of public purposes only."
- 2) North Carolina Constitution Article V, Section 2(1) public purpose requirement. All public funds, no matter the source must be expended for the benefit of the citizens of a local government, and not solely for the benefit of particular persons or interest.
- 3) Statutory Authority NC G.S. §160A-20.1 "Authority. A city may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in."



				Department Subn	111 1
Subject:	Section:	Section: City Council Policies			nitted:
Subject.	City Council Policies				
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
	FINPOL-N001	1/10/2023	0	-	2 of 8
Nonprofit Funding Policy	Resolution Number	Prepared by: Catherine Gwynn, Finance Director			or
	and/or Adopted Date:				
		Approved by:			
	Supersedes:	Approved by:			

- 4) The City is authorized under NC G.S. §160A-209 to contract with nonprofit organizations to provide services that it may furnish to its citizens under its constitutional authority. The City may provide the following:
 - Arts Programs and Museums. To provide for arts programs and museums as authorized in G.S. 160A-488.
 - Economic Development. To provide for economic development as authorized by G.S. 158-7.1.
 - Historic Preservation. To undertake historic preservation programs and projects.
 - Human Relations. To undertake human relations programs.
 - Hospitals. To establish, support, and maintain public hospitals and clinics, and other related health programs and facilities, and to aid any private, nonprofit hospital, clinic, related facility, or other health program or facility.
 - Housing. To undertake housing projects as defined in G.S. 157-3, and urban homesteading programs under G.S. 160A-457-2.
 - Joint Undertakings. To cooperate with any other county, city, or political subdivision of the State in providing any of the functions, services, or activities listed in this subsection.
 - Parks and Recreation. To establish, support, and maintain public parks and programs of supervised recreation.
 - Public Transportation. To provide public transportation by rail, motor vehicle, or any other means of conveyance other than a ferry, including any facility or equipment needed to provide the public transportation.
 - Senior Citizens Programs. To undertake programs for the assistance and care of its senior citizens.
 - Urban Redevelopment. To provide for urban redevelopment.

V. SUBMISSION FOR THE ANNUAL OPERATING BUDGET

1) Purpose

To establish a process to ensure organizations that wish to apply for program funding in the General Fund for the annual budget are given the opportunity to apply during the Annual Operating Budget Process.

2) Timing

Finance staff will prepare a letter to current organizations receiving funding which will be mailed or emailed to the recipient organization, as part of the Annual Operating Budget Process in February. Finance staff will also work with the Manager's office and IT during this time to announce the availability of applications on the City's website.



Subject:	Section: City Council Policies			Department Submitted: FINANCE	
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
	FINPOL-N001	1/10/2023	0	-	3 of 8
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Funda of Comments of Cylins, I mande Director			
		Approved by:			
	Supersedes:	Approved by:			

3) Budget Application

The Assistant Finance Director and Finance Director shall review and update the Annual Budget Application for the Nonprofits. Updates to the required elements shall be reviewed annually.

The budget application and necessary attachments will be uploaded to the City's website by IT.

4) Required Elements

- a. Initial Application or Upon Change
 - a. Signed Form W9
 - b. Articles of Organization or Incorporation
 - c. List of Board Members, Ex-Officio, Officers, and Key Employees, including contact information
 - d. IRS 501(c)3 Status Letter
 - e. NC Secretary of State Charitable Solicitation License
- b. Annually and with Budget Application
 - a. Form 990
 - b. Audited Financial Statements for entities receiving > \$5,000 in City funding
 - c. Certificate of Insurance showing General Liability, Workman's Compensation, and Auto Liability (if applicable) at the City's minimum required thresholds (see memo on Insurance Requirements). Insurance coverage is required and cannot be waived.
- c. Quarterly
 - a. Quarterly Financial Statements (Unaudited)

5) Eligible Expenditures

Nonprofits may request an appropriation for operating expenses related to direct costs of the program(s) being executed.

- Programmatic expenses directly related to the delivery of the program that has been contracted with the City
- Examples would include:
 Materials
 Supplies
 Payroll and benefits for employees
 Rent expense
 Contract services (accounting, auditing, bookkeeping, payroll, tax preparation)
 Insurance (general liability, workers' compensation, auto etc...)



Subject:		Section: City Council Policies			Department Submitted: FINANCE	
				F=		
		Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
		FINPOL-N001	1/10/2023	0	-	4 of 8
Nonprofit F	Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
			Approved by:			
		Supersedes:	Approved by:			

6) Ineligible Expenditures

Nonprofits may not receive or spend City funds on the following:

- Capital purchases such as land, equipment or other personal property with a life beyond 1 year
- Membership dues or dues to social clubs
- Making loans
- Alcohol
- Drugs (an exception may be permitted if specifically authorized by Council such as for funding to the Wayne County Health Department)
- Excessive salaries or extravagant bonuses
- Non-programmatic expenses
- Fund raising expenses
- Lobbying expenses
- Travel, meals, lodging of an extravagant nature and not directly related to the execution of the program(s)

The Finance Director may append to the list of examples provided above as needed. The Finance Director may request payback of funding if such expenditures are made by the nonprofit.

7) Notification Letter for Current Organizations

The Assistant Finance Director shall oversee the preparation of the notification letter to the current organizations receiving funding, and when ready, notify the Finance Director that the letters are ready for signature.

The Finance Director shall review and sign the letters.

The Assistant Finance Director shall mail or email the letters and the Budget Application, depending on the preference of the recipient organization.

8) Publication to the City Website

The Annual Budget Application shall be published to the City website when the notification letters are sent to current organizations.



Outlines.	Section:			Department Subr	nitted:
Subject:	City Council Policies	City Council Policies			
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
	FINPOL-N001	1/10/2023	0	-	5 of 8
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
	_	Approved by:			
	Supersedes:	Approved by:			

The Assistant Finance Director shall work with IT to ensure that the application is placed on the City website. Once posted, the Assistant Finance Director shall print a copy of the screen that shows the publication on the website has occurred, and a date and time shall be noticeable or typed on the screen print made.

The Assistant Finance Director shall work with the Public Information Officer in the City Manager's office to ensure that a press release is timely made, so that any organization that might be interested in applying shall have the opportunity to apply.

9) Processing Applications Submitted

Finance and the City Manager's office shall work together to process applications submitted for consideration. A shared drive shall be provided so that documents may be scanned. The file setup and naming procedures shall be determined by the Finance Director and the City Clerk.

10) Submission in the Annual Operating Budget

The Finance Director and City Manager shall determine how the submitted documents will be presented in the Manager's Recommended Budget.

The City Manager shall determine when the Nonprofits will be invited to speak on their budget request during the budget workshops.

11) Annual Allocation in the Operating Budget

The Finance Director shall be responsible for the preparation of the budget expenditure worksheet for the operating budget.

12) Approval of the Annual Allocation in the Annual Operating Budget

City Council shall determine the final annual allocation to the Nonprofit organizations. This shall be approved through the adoption of the Annual Operating Budget Ordinance or a subsequent amendment.

In accordance with S.B. 473 (Session Law 2021-191), separate ordinances or ordinance amendments shall be prepared by the Finance Director where there is a City Council member that serves on a board that is the subject of the ordinance or amendment so that the City Council may excuse that Council member from voting.

VI. FUNDING LETTER AND ANNUAL CONTRACT

1) Funding Letter

The Finance Director shall prepare notification letters to the Nonprofits of the funding awarded and shall include a copy of the contract to be executed with the City. Copies of funding letters shall be retained in the Nonprofits' electronic file in Laserfiche.



Subject:	Section: City Council Policies				Department Submitted: FINANCE	
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:	
	FINPOL-N001	1/10/2023	0		6 of 8	
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Cat	nn, Finance Directo	or		
		Approved by:				
	Supersedes:	Approved by:				

2) Execution of the Annual Contract

Upon adoption of the ordinance or amendment to allocate funds to the Nonprofits, the City Manager's office shall initiate the preparation of the annual funding contracts.

The Finance Director shall preaudit the annual funding contracts.

The Nonprofits shall be directed to return the signed contracts to the City Manager's office for final execution.

The City Manager's office shall distribute the executed annual funding contracts, along with any required attachments or exhibits to the Nonprofit and to Finance so that the process to fund the Nonprofits may commence.

VII. QUARTERLY FUNDING PROCESS

1) Executed Annual Contract

The receipt by Finance of the executed Annual Contract and any required exhibits or attachments shall start the Finance process of Quarterly Funding for the Nonprofit.

2) Electronic File Structure

- Budget
- Contract & Funding Letter
- Correspondence
- Entity Docs
- Financial Statements
- Form 990
- Payments

Budget shall contain subfolders by fiscal year. Each fiscal year shall contain the budget documents submitted by the Nonprofit.

Contract & Funding Letter shall contain a copy of the annual funding letter and the executed contract.

Correspondence shall contain any other general letters, email and other correspondence that does not otherwise fit in another folder category.



Subject:	Section:				Department Submitted: FINANCE	
3	City Council Policies	City Council Policies				
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:	
	FINPOL-N001	1/10/2023	0		7 of 8	
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director				
		Approved by:				
	Supersedes:	Approved by:				

Entity Docs shall contain the important organizational information such as the W9, 501(c)3 letter, Board of Directors, Articles of Organization, Verification of licensure as a nonprofit organization, etc...

Financial Statements shall contain the annual and quarterly financial statements submitted by the Nonprofit.

Form 990 shall contain the Nonprofit's Form 990 or IRS extension on Form 990.

Payments shall contain copies of payments made to the Nonprofit for the annual funding allocation.

3) File Naming Schema

Staff shall maintain consistency in naming the files within a folder so that it is easy to visually see if a file is missing.

Staff shall be mindful that excessively long names are difficult to read and can cause a system error when the character length is too long.

Staff shall be mindful to try to keep the name conventions among similar items, i.e. Form 990's, W9's, Audited Financials etc... similar amongst the various Nonprofit files.

4) Location of the Files

Files are currently located on the Finance shared network drive: \\it-zeus\Departments\Finance\Activities-Admin\Agency Support

The Nonprofit agency files should be moved to Laserfiche. The other files in the folder above that are not specifically related to a Nonprofit shall not be moved.

Staff assigned to this task is the Finance Department Office Assistant.

When files are moved to the Laserfiche location the file naming schema shall be updated. The Office Assistant shall notify the Finance Director when complete. The Finance Director shall review the files in Laserfiche, and if satisfactory shall remove the files on the Finance network drive. Ideally this shall occur on or before April 30 of each year.

5) Updating the Files for Current Annual Operating Budget Allocation

The executed Annual Contract for the current fiscal year shall be forwarded by the Finance Director or the Assistant Finance Director to the Office Assistant.

The Office Assistant shall ensure that the executed Annual Contract, and any required attachments or exhibits, are saved to the Laserfiche folder in the appropriate file naming schema.



Subject:		Section:			Department Submitted:	
Subject:		City Council Policies			FINANCE	
		Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
		FINPOL-N001	1/10/2023	0	-	8 of 8
Nonprofit I	Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
			Approved by:			
		Supersedes:	Approved by:			

At the time of this update, the Office Assistant shall review the file to determine if any required items from the agency's file are missing such as annual audits, completed Form 990's, etc...

If items are found missing, the Office Assistant shall initiate correspondence via mail or email with the agency, to request the missing items, be provided as soon as possible and specify a date to be provided.

If Required Elements are missing, then the Office Assistant shall make the Assistant Finance Director aware of pending items and the status of the request. The Assistant Finance Director shall take steps to follow up with the Nonprofit to cure the deficiencies. The Assistant Finance Director may withhold payment from the Nonprofit until the deficiencies are cured, as per the executed Agency Contract.

6) Initiating the Payment Process

The Finance Office Assistant shall notify the Assistant Finance Director that the current executed Annual Contract file has been updated.

The Assistant Finance Director shall contact by phone or email the Nonprofit Agency to let them know they may submit the required paperwork for the quarterly installment payment.

7) Required for Quarterly Payment

- Request for Check should be prepared by the Finance Executive Assistant with the required documentation.
- Finance Director or Assistant Finance Director may sign off as authorizing authority, and for preaudit purposes. If there is an issue, the City Manager may be asked to sign off as the authorizing authority only.
- Budget line item and amount shall be verified against Banner to ensure there are sufficient funds available.
- Prior quarter unaudited financial statements, which shall include a Balance Sheet and a Profit & Loss Statement
- The Profit & Loss Statement shall include a separate line showing the quarter to date and year to date payments from the City of Goldsboro for the annual allocation. If the Nonprofit receives another grant from the City, i.e. CDBG/HOME, that shall also be reported on a separate line item from the annual allocation.
- On the first quarterly payment, the executed Annual Contract and attachment(s) shall be attached.
- Attachments Required:
 - i) Executed Agency Contract (first payment only)
 - ii) Agency Invoice Requesting Quarterly Allocation



Section:			Department Submitted:	
City Council Policies		FINANCE		
Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
FINPOL-N001	1/10/2023	0	_	9 of 8
Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
	Approved by:			
Supersedes:	Approved by:			
	City Council Policies Policy #: FINPOL-N001 Resolution Number and/or Adopted Date:	City Council Policies Policy #: Effective Date:	City Council Policies Policy #: FINPOL-N001 Resolution Number and/or Adopted Date: Approved by: Effective Date: 1/10/2023 0 Prepared by: Catherine Gwyster Approved by:	City Council Policies Policy #: FINPOL-N001 Resolution Number and/or Adopted Date: Approved by: FINANCE Rev. #: Revision Date: 1/10/2023 0 - Prepared by: Catherine Gwynn, Finance Director Approved by:

- iii) Quarterly Unaudited Balance Sheet & Income Statement
- iv) Certificate of Insurance
- The Request for Check shall contain the following assertions that the authorizing authority verifies:
 - i) Most Recent IRS Form 990
 - ii) If Most Recent IRS Form 990 not available, a copy of the Form 8868 Extension filing
 - iii) Most Recent Audit
 - iv) If Entity does not have an audit, has a properly signed waiver from the City Manager been placed in the file?
 - v) Most Recent Certificate of Insurance. Must include General Liability and Worker's Compensation listing the City as an Additional Insured.
- Sample RFC excel template is attached.

8) Annual Audit Requirements

NC G.S. §159-40 Special regulations pertaining to nonprofit corporations receiving public funds.

If a city or county grants or appropriates one thousand dollars (\$1,000) or more in any fiscal year to a nonprofit corporation or organization, the city or county may require that the nonprofit corporation or organization have an audit performed for the fiscal year in which the funds are received and may require that the nonprofit corporation or organization file a copy of the audit report with the city or county.

The Finance Director has established a threshold of \$5,000, that an audit be furnished to the City as a requirement for Nonprofit funding. Council grants the City Manager the authority to waive the required audit for amounts over \$5,000. If the Nonprofit is not financially able to furnish an audit, it may write a letter to request the waiver of the annual audit requirement for the current funding year. The written and signed request shall be presented to the Finance Director. The Finance Director shall review the request and shall forward to the City Manager to countersign a waiver request to allow the Finance Director to waive the audit requirement for the current funding year.

A copy of the signed waiver request shall be forwarded to the Finance Office Assistant to be placed in the electronic files under *Financial Stmts*.

9) Requests for Training by Nonprofits

From time to time a Nonprofit agency might request training on preparation of financial statements such as balance sheets or profit and loss statements, or general bookkeeping practices. Finance staff can answer general questions about the requirements for funding and refer Nonprofit to other resources such as Wayne Community College to seek training. Finance staff is not authorized to give such training to the Nonprofit, nor shall Finance staff prepare financial statements such as balance sheets or profit and loss statements for a Nonprofit agency as this is a conflict of interest.



Subject:	Section: City Council Policies			Department Submitted: FINANCE	
	Policy #:	Effective Date:	Rev. #:	Revision Date:	Page:
	FINPOL-N001	1/10/2023	0	-	10 of 8
Nonprofit Funding Policy	Resolution Number and/or Adopted Date:	Prepared by: Catherine Gwynn, Finance Director			
		Approved by:			
	Supersedes:	Approved by:			

10) Periodic Compliance Review

The Finance Director shall periodically review the electronic files and direct pay requests to ensure that the Finance Staff is complying with the Standard Operating Procedures in a timely manner.

The Finance Director shall provide feedback if deficiencies are identified.

11) Assistance and Training

The Finance Director shall periodically review the Standard Operating Procedures for update.

All staff affected are encouraged to do the same and provide suggestions on improvements or clarifications as needed.

The Finance Director shall be available to provide explanation or training as needed.

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT: CDBG Public Services Policy

BACKGROUND: The City receives federal funds to administer CDBG and HOME programs

to assist low to moderate income persons with housing and non-housing

needs.

DISCUSSION: Public services are an integral part of the comprehensive community

development strategy and can address a range of individual needs and increase the impact of CDBG funds. Public services can strengthen communities by addressing the needs of specific populations and by supporting economic development. CDBG regulations allow the use of grant funds for a wide range of public services activities, including, but not limited to: childcare, health care, job training, recreation programs,

education programs, and many others.

RECOMMENDATION: By motion, adopt the CDBG Public Services Policy.

Date: 1-18-2023 Selicia D. Williams

Felecia D. Williams, Community Relations Director

Timothy M. Salmon, City Manager

City of Goldsboro Community Relations and Development



CDBG Public Services Policy Overview



TABLE OF CONTENTS

INTRODUCTION		3	
1.1	Background		
1.2	Funding Process		
1.3	Pre-Proposal Conference		
1.4	Proposal Evaluation Criteria		
SECTION 1		4	
SECTION 1.1 Eligible activities		4	
SECTION 1.2 Ineligible Activities		4	
SECTION 1.3 Public Services cap			
SEC'	ΓΙΟΝ 2	5	
SECT	TON 2.1 National Objective: Low-moderate income benefit	6	
SECTION 2.2 National Objective: Slum / Blight			
SECT	ION 2.3 National Objective: Urgent Need	7	
SECTION 3			
SECT	TON 3.1 REQUIREMENTS	8	

INTRODUCTION

1.1 Background

The City of Goldsboro's Public Services is funded with Community Development Block Grant (CDBG) funds. The primary objective of the federal CDBG program is to develop viable communities by providing decent housing, suitable living environments, and economic development opportunities, principally to low-and-moderate income residents. Goals and objectives for the City's CDBG and HOME programs are described in the City's Five-Year Consolidated Plan (2020-2024). The City's current 2020-2024 Consolidated Plan can be viewed on the City's website.

1.2 Funding Process

The City of Goldsboro will announce (on its website and social media platforms) the availability of CDBG Public Services funds and will utilize a competitive Request for Proposals (RFP) process to determine which agencies will be funded.

Below is an anticipated timeline of events related to the funding process. The City of Goldsboro reserves the right to modify and/or adjust the following schedule to meet the needs of the service.

RFP Process	Date and Time
Pre-Proposal Conference (Required)	TBD
RFP Advertisement	TBD
Deadline for Written Questions	TBD
City Response to Questions	TBD
Proposal Due Date and Time	TBD
Selection & Funding Notification	TBD

1.3 Pre-Proposal Conference

Attendance at **one conference** is a prerequisite for prospective applicants to be considered for funding. Details on the mandatory conference will be posted on the City's website and social media platforms.

1.4 <u>Proposal Evaluation Criteria</u>

The City of Goldsboro will not carry out an official bid nor hold a public bid opening meeting. Proposals will be evaluated based on, but not necessarily limited to the following criteria listed below:

CDBG Eligibility	Target Clientele Eligibility
Program/Project Delivery Capacity	Program/Project Proposed Budget

Section 1

1.1 ELIGIBLE PUBLIC SERVICE ACTIVITIES

➤ This section outlines activities that are eligible public services under the CDBG program. The following is a summary of the topics in this section, applicable statutory and regulatory citations, and other reference materials cited from HUD.

The CDBG regulations allow the use of grant funds for a wide range of public service activities, including, but not limited to:

Activity			
Employment services (e.g., job training)			
Crime prevention and public safety			
Health services			
Substance abuse services (e.g., counseling and treatment)			
Fair housing counseling			
Education programs			
Energy conservation			
Services for senior citizens			
Services for homeless persons			
Welfare services (excluding income payments)			
Down payment assistance			
Recreational services			

Key Points:

- ✓ To utilize CDBG funds for a public service, the service must be either:
 - A new service; or
 - A quantifiable increase in the level of an existing service. the result of events not within the control of the local government).

Section 1.2

INELIGIBLE PUBLIC SERVICE ACTIVITIES

- The provision of "income payments" is an ineligible CDBG activity if these payments are provided as a grant.
- Income payments are payments to an individual or family, which are used to provide basic services such as food, shelter (including payment for rent, mortgage, and/or utilities) or clothing.
- However, the entitlement rules note that such expenditures are eligible under the following conditions:
 - ✓ The income payments do not exceed three consecutive months: and
 - ✓ The payments are made directly to the provider of such services on behalf of an individual or family.
- Income payments that are provided as a loan are permissible within the public services cap.

• Political activities are ineligible.

Section 1.3

PUBLIC SERVICES CAP

The total amount of CDBG funds expended for public services activities must not exceed 15 percent (15%) of the City's annual CDBG allocation of funds plus 15 percent (15%) of program income received.

In addition, the CDBG regulations offer flexibility in using CDBG for certain public services, particularly services designed to increase employment opportunities, outside of the 15 percent (15%) cap.

The eligibility options include:

Provision of assistance to microenterprises as a separate eligible activity. This includes technical assistance, business support services, and other similar services to owners of microenterprises or persons developing microenterprises.

Job training, job placement and other employment support services that are carried out by a qualified 105(a)(15) nonprofit development organization as part of certain types of projects, and which are specifically designed to increase economic opportunities including peer support programs, childcare, counseling, transportation, and other similar services.

Economic development services carried out in connection with special economic development activities also do not count against the 15 percent (15%) cap. These services include:

- Outreach efforts to market available assistance.
- > Screening of applicants.
- > Reviewing and underwriting applications for assistance.
- > Preparation of all necessary agreements.
- Management of assisted activities; and
- > Screening/referral/placement of applicants for jobs generated by CDBG-eligible economic development activities, including training for those persons filling positions.

Section 2

2.1 NATIONAL OBJECTIVE: LOW-MODERATE INCOME (LMI) BENEFIT

- CDBG-funded public service activities are typically categorized under the LMI Benefit National Objective as either Area Benefit or Limited Clientele activities. As shown in exhibit 2-1 below, the distinguishing factor between the two categories is whether the service will be offered to all residents of a particular Low and moderate income (LMI) area or to a particular group of LMI residents in the entire community.
- Under the Area Benefit criteria, the public service must be offered to all residents of an area where at least 51 percent (51%) of the residents are LMI. The area must be clearly delineated by the City and must be primarily residential.
- Under Limited Clientele activities must benefit a specific targeted group of persons of which at least 51 percent (51%) must be LMI. To meet the LMI Limited Clientele criteria, the activity must:
 - i. Serve at least 51 percent (51%) LMI, as evidenced by documentation and data concerning beneficiary family size and income.
 - ii. Have income-eligibility requirements which limit the service to persons meeting the LMI income requirement, as evidenced by the administering agency's procedures, intake/application forms, income limits, and other sources of documentation.
 - iii. Serve a group primarily presumed to be LMI such as abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
 - iv. Be of such a nature and in a location that it may be concluded that the activity's clientele is LMI.

Exhibit 2-1
Determining if a Public Service Activity Qualifies
As an Area Benefit or Limited Clientele Activity

Issue for Consideration	If an Area Benefit Activity	If a Limited Clientele Activity
Who will the service be provided to?	All residents of a LMI area (i.e., area with at least 51 percent LMI residents)	A limited group of persons, either LMI or presumed to be LMI, regardless of where they live
Where will the service be provided?	In a particular neighborhood	Not specific; could be offered to more than one neighborhood or city- or county-wide
What are the income levels in the area where the service will be delivered?	At least 51 percent LMI residents in area	Not applicable; eligibility based on clients served (but generally at least 51% must be LMI)

2.2 NATIONAL OBJECTIVE: SLUM / BLIGHT

Public service activities that aid in the prevention or elimination of slums or blight in a designated area may qualify under the Slum/Blight National Objective (Area Basis).

However, this category is rarely used for public service activities since the activity must meet the following qualifying criteria:

The area in which the activity occurs must be designated as slum or blighted. The following tests apply:

- The delineated area in which the activity occurs must meet a definition of a slum, blighted, deteriorated or deteriorating area under state or local law.
- The area must also meet either one of the two conditions specified below:
- At least 25 percent of the properties throughout the area exhibit the following:
 - (a) Physical deterioration of buildings/improvements.
 - (b) Abandonment of properties.
 - (c) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings.
 - (d) Significant declines in property values or abnormally low property values relative to other areas in the community; or
 - (e) Known or suspected environmental contamination.
- Public improvements throughout the area are in a general state of deterioration

Documentation must be maintained by the City on the boundaries of the area and the conditions that qualified the area at the time of its designation. The designation of an area as slum or blighted must be re-determined every 10 years for continued qualifications.

2.3 NATIONAL OBJECTIVE: URGENT NEED

It is possible for public services activities to qualify under this National Objective if the public service is designed to alleviate existing conditions that pose a serious and immediate threat the health or welfare. The conditions must be of recent origin or recently became urgent.

Section 3

3.1 REQUIREMENTS FOR THE PUBLIC SERVICES GRANT

All applicants must meet the following minimum criteria to be considered for funding:

- 1) Must be an IRS Certified 501(c)(3) organization in good standing.
- 2) Have Articles of Incorporation (Must be certified by the State of North Carolina).
- 3) The organization's services must be performed within the city limits of Goldsboro.
- 4) Must be ready to use and fully expend the funds within 12 months of the agreement.
- 5) The organization's services must meet CDBG national objectives as identified by HUD.
- 6) Must have been <u>actively engaged</u> in providing service to the targeted community in the past 24 months in the capacity for which the organization is seeking funding.
- 7) Must provide a copy of its most recent financial audit or financial report.
- 8) Must have a Board of Directors that meets on a regular basis.

Eligible applicants:

Will enter into a contractual agreement with the	Will be required to submit and file quarterly
City of Goldsboro	reports on expenditures and services
Must comply with all federal, state, and local	Will be paid on a reimbursement basis (after
laws, including nondiscrimination laws	services are provided and after quarterly reports
	are received)
Maintain appropriate program and beneficiary	Comply with request for on-site monitoring
documentation for a minimum of 3 years	visits by the City

*Please Note:

Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 CFR 29.

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT: CDBG Rehabilitation Program Procedures Manual

BACKGROUND: The City receives federal funds to administer CDBG and HOME

programs to assist low to moderate income persons with housing and

non-housing needs.

DISCUSSION: The purpose of the CDBG Rehabilitation Program is to foster and

maintain affordable, decent, safe, and sanitary housing in the city. The program is available to eligible low-to-moderate income owner-occupied single residence homes within the city limits. Assistance to approved owner-occupied single-family homeowners will be provided in the form of 0% interest, deferred payment loans, not to exceed a maximum of \$30,000. The loan will have an affordability period of five (5) years and will be forgiven at a rate of twenty (20)

percent per year.

RECOMMENDATION: By motion, adopt the CDBG Rehabilitation Program Procedures

Manual.

Date: 1-18-2083 - Illia D. Willia

Felecia D. Williams, Community Relations Director

Date: 1/18/23

Timothy M. Salmon, City Manager



CDBG REHABILITATION PROGRAM PROCEDURES MANUAL

COMMUNITY RELATIONS DEPARTMENT
214 N. CENTER ST.
GOLDSBORO, NC 27530

The City of Goldsboro prohibits discrimination based on race, color, gender, gender identity/expression, sexual orientation, national origin, religion, familial status, disability, or age.

WE ARE AN EQUAL OPPORTUNITY LENDER



Program Overview:

The purpose of the City of Goldsboro's CDBG Home Rehabilitation Program is to foster and maintain affordable, decent, safe, and sanitary housing in the city. The CDBG Home Rehabilitation Program is funded by the city through its allocation of federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). The level of funding for the program varies annually.

The City of Goldsboro's Home Rehabilitation Program is available to income-eligible owner-occupied single residential homes within the Goldsboro city limits.

Note: The Community Relations Department reserves the right to change, modify or amend the program at any time to facilitate the administration of the program and to implement HUD notices and monitoring findings.

Assistance Available:

All funding assistance to approved owner-occupied single-family homeowners is in the form of a 0% interest, deferred payment loan not to exceed a maximum value of \$30,000. The loan has an affordability period of five (5) years and is forgiven at a rate of twenty percent (20%) per year. This loan becomes due and payable upon sale, change of primary residence, refinance with cash out, debt consolidation or transfer of the property title. Loans are subject to the availability of funds.

Eligible Work:

Work eligible for assistance is categorized as **High Priority** by the City. The primary purpose of the City of Goldsboro's CDBG Home Rehabilitation Program is to correct code violations and substandard living conditions to bring local housing up to federal Housing Quality Standards. Substandard, as defined for the purpose of this program, is a structure exhibiting significant deviation from the Housing Quality Standards (HQS) of the Section 8 Existing Program (882.109). The following criteria will be used to determine whether a structure will be eligible for assistance under the City of Goldsboro Program.

Section 8 Housing Quality Standards (HQS) define the existence of substandard conditions as:

- a) Serious deficiencies representing an immediate threat to the health or safety of the occupants;
- b) Serious deterioration to individual components of the structure has occurred due to poor design, poor workmanship, or premature failure of materials;
- Periodic maintenance to individual components of the structure, or the structure as a
 whole, has been deferred to the extent that if left further unattended, serious conditions
 will result; or
- d) The building systems (plumbing, heating, electrical) are antiquated to the extent that they are generally accepted to be no longer the standard and may constitute a health or safety hazard or an unrealistic financial hardship on the structure's occupants.

It is not the intention of the program to eliminate further maintenance costs to a property owner and/or make general property improvements to the structure. Property owners must recognize periodic maintenance as unavoidable.

The City will prioritize applications which request emergency repairs (such as failed furnaces, failing electrical systems). All work completed must comply with the North Carolina State Building Code and meet federal Housing Quality Standards ("HQS"). The City of Goldsboro will determine priority work and may not be able to assist all eligible applicants in a program year.

Eligible applicants may be placed on a waitlist for later funding if they wish. Intake of waitlisted clients will be handled as follows: 1) applicants seeking emergency repairs or hazard remediation; then 2) date of application received. If and when new Program funding is received in the next fiscal year, homeowners on the waitlist (if one exists) will be prioritized over new applicants. First-time applicants will also receive priority over returning clients.

High Priority Work:

Emergency Work: Work requests will only be considered an emergency if qualified City inspections staff determine that not addressing the issue will adversely impact the health or safety of the property's residents. Examples of work that can be classified as an emergency include: no running water, blocked plumbing due to failed or deteriorated pipes, broken/unusable/leaking furnaces, or exigent lead paint hazards. Emergencies will be handled on a case-by-case basis and may take precedence over applicants on the waiting list for funding.

Correction of Code Violations: Depending on the circumstances, the correction of some code violations may be considered an emergency. Proposed work is considered eligible if not addressing the issue could adversely impact the health or safety of residents. Examples of this type of work could include the replacement of boilers or furnaces, repair or replacement of broken windows and doors posing a security or safety issue, lack of legal egresses, installation of

railings, electrical system upgrades, installation of carbon monoxide or smoke detectors, and repair or replacement of deteriorated or leaking roofs.

<u>Structural Failure</u>: Correction of building structural or maintenance deficiencies. Examples of eligible work include repair/replacement of deteriorated stairs, entranceways (small porches), emergency egresses, hand railings, chimneys, and ceilings.

<u>Incipient Code Violations:</u> Correction of deficiencies or conditions of deterioration that if left unattended would continue to deteriorate into a code violation, such as replacement of building components that have exceeded their life expectancy.

Removal of Architectural Barriers: Removal of architectural barriers for persons with disabilities, such as the installation of ramps and stair lifts or interior modifications, is an eligible expense.

Ineligible Work:

The purpose of the City's federally funded rehabilitation activities is to correct housing code and/or health code violations, perform emergency repairs, or other necessary activities that will make the property safe and livable. Funds will not be used for cosmetic or luxury improvements on the property, repairs to outbuildings, or garages unless connected to the property (and a source of code or safety concern), and improvements/installation of porches/decks that do not affect safe egress. Cosmetic improvements include, but are not limited to landscaping work, additions, fireplaces, pools, hot tubs, area rugs, steam showers, skylights (unless to repair existing), and kitchen/bath cabinetry.

Eligibility & Underwriting Criteria:

Any work that will eliminate or address substandard living conditions, incipient or existing code or sanitary violations, remove architectural barriers for the disabled, and/or conserve energy is eligible for assistance, if the household meets program income.

The City determines borrower eligibility by the following guidelines:

- 1. Location: The residence must be in the City of Goldsboro.
- 2. <u>Beneficiaries</u>: Must be homeowners who currently occupy the residence.
- 3. Income Eligibility: In order to be eligible for assistance, the cumulative adjusted gross household income for all persons occupying a program-assisted unit cannot exceed 80% of area median income as defined by HUD at the time of application. Low- and moderate-income guidelines for the City of Goldsboro are defined by HUD, and revised annually. Staff will use the most current income limits to verify eligibility at the time of intake. If a household is placed on the waitlist for funding, staff will request that the household recertify their income and provide updated household and/or tenant income documentation to ensure that the household is still eligible for funding at the time of assistance.

If updated documentation is not provided, the City reserves the right to reject the application and remove it from the waitlist.

HUD 2022 INCOME LIMITS: CANNOT EXCEED AMOUNT IN EACH CATEGORY PER FAMILY SIZE:

# Of	1	2	3	4	5	6	7	8
Person(s)								
30% Limits	\$13,750	\$15,700	\$17,650	\$19,600	\$21,200	\$22,750	\$24,350	\$25,900
Very Low	\$22,900	\$26,200	\$29,450	\$32,700	\$35,350	\$37,950	\$40,550	\$43,200
60% Limits	\$27,480	\$31,440	\$35,340	\$39,240	\$42,420	\$45,540	\$48,660	\$51,840
Low	\$36,650	\$41,850	\$47,100	\$52,300	\$56,500	\$60,700	\$64,990	\$69,050

- 4. Property Condition: Residential structures may be assisted under the program if at least one of the following conditions exists: a health, safety, or building code violation(s); an emergency requiring immediate assistance; or a member of the household is disabled and requires accessibility improvements.
- 5. Ownership: Owner-occupant applicants must be the listed owners on the property title. If staff cannot verify ownership, applicable deed and/or trust documents must be provided.
- 6. Household Size: The size of the applicant household will be determined as part of the income eligibility process. Household size refers to all persons occupying the housing unit. Occupants may be a single family, a single person living alone, multiple families living together, a multigenerational single family, or any other group of related or unrelated persons sharing living arrangements. All residents of the housing unit must be reported on the application. If there is a change in the size of a household after the application is submitted, Community Relations staff will review the eligibility of the project in light of the change prior to final loan closing.
- 7. Property Status: The property must be occupied as the applicant's principal residence. It is the responsibility of the applicant to inform staff if existing mortgages on the property are in arrears, foreclosure, or default. The property must not have any federal, state, or municipal tax liens. Applicants in bankruptcy or foreclosure proceedings are not eligible to apply for the program. Applicants in the process of seeking a loan modification are not eligible to apply until the mortgage company has approved the modification and the client can document successful payment history.

Note: Home Repair funds will not be provided if there is an existing reverse mortgage on the property.

- 8. <u>Flood Insurance</u>: Evidence of flood insurance coverage will be required if the property is determined to be located in the FEMA-designated Floodplain.
- 9. <u>Homeowner's Insurance</u>: The homeowner must have homeowner's insurance on the property to be assisted and must maintain coverage throughout the period of the loan.

Additional Program Rules:

All dwellings rehabilitated with federal funds must comply with all statutory requirements of the CDBG Home Rehabilitation Program and with the Federal Lead Safe Housing Rule. Applicants must comply with all Federal, State and local regulations pertaining to Fair Housing and Equal Opportunity, as well as comply with all other local, State and Federal regulations, which may include the Uniform Relocation Act, state and local building and sanitary codes, affirmative marketing, environmental review, labor standards, conflict of interest provisions, and refusal to use federally debarred or suspended contractors as well as other regulations not listed here. Potentially historic properties (those located in a historic district) may require additional review for some exterior improvements.

<u>City Employees and Officials:</u> Program staff and any other City employees or officials who may have authority with respect to the administration of the CDBG Home Rehabilitation Program are not eligible to receive program assistance. City employees or relatives of employees may apply, but a conflict-of-interest determination must be made prior to funding approval. All exceptions to a conflict-of-interest determination are granted at the discretion of HUD.

<u>Providing False Information</u>: If an applicant falsifies or provides misleading information in an application, the applicant may be permanently disqualified from participation in the program and will be required to repay any program assistance already expended. Examples of this may

include failure to report income from employment or failing to report an accurate account of residents in the household.

Relocation Assistance: The City does not provide assistance to homeowners who are required to move during the renovation/repairs of their homes since participation in the homeowner rehabilitation program is voluntary and does not involve permanent displacement.

Scope of Work: The contractor shall furnish all labor, materials, equipment, supervision and services required to perform all the work described in the Work Write-Up. All parties agree that there shall be no change in the Contract or Work Write-Up <u>unless</u> reduced to writing as a Change Order and duly executed as an addendum to the contract by all parties.

Monitoring: On an annual basis, The City of Goldsboro Community Relations and Development Department will be responsible for monitoring CDBG-assisted Rehabilitation activities to ensure that the homeowner continues to use the house as the primary residence for the required affordability period. If the Community Relations and Development Department does not receive an annual Homeowner Insurance notice from the CDBG-assisted homeowner's insurance agency or some form of utility bill or record with homeowner's name as confirmation that the homeowner is maintaining the housing unit as their principal residence, additional follow up will be required. The Community Relations and Development Department staff will mail a letter to the homeowner household asking them to sign and return a statement verifying that the property assisted with CDBG funds remains their principal residence. If a CDBG assisted homeowner fails to return the signed statement, staff will follow up to determine if the homeowner is still residing in the assisted unit.

Denial of Service:

The policy of the City of Goldsboro is to provide rehabilitation loan services when those services may be delivered safely and effectively, without undue hazards to staff, independent contractors, or clients. In some circumstances, assistance may be denied due to the magnitude of health and safety issues and associated costs. It is the policy of the City of Goldsboro to correct identified code violations during the rehabilitation of the unit. Refusal by the homeowner to correct code violations or to abide by any other applicable program policy such as those listed above may result in denial of assistance.

City of Goldsboro staff and contractors must be able to perform rehabilitation measures without threats to their health or safety and in a non-hostile work environment. Work will not be performed in homes that are structurally unsound and should be condemned, substantially infested with vermin, or homes with electrical or plumbing hazards that cannot be resolved prior to or during the rehabilitation. The dwelling must be free of animal feces, excessive garbage, and illegal controlled substances during the period of rehabilitation.

<u>Dispute Resolution:</u> In all cases of denial, the applicant will be informed in writing when services are denied or withdrawn. The denial notice will include instructions for appeal of the denial or steps that can be taken to allow for rehabilitation services to proceed, if applicable.

Amendments and Revisions:

Program guidelines and forms may be revised periodically as deemed necessary by Community Relations staff. Major revisions to the program guidelines will require the approval of the Goldsboro City Council.

To Apply for Funding Assistance:

Applications for assistance are accepted by mail, email, or in person at:

Community Relations Department PO Drawer A Goldsboro, NC 27533-9701

Applications are accepted on a first-come, first-served basis.

For more information, contact the Community Relations Department at Krystal Fuller, kmfuller@goldsboronc.gov, 919-580-4318 or John "Bradley" Wilson, jwilson@goldsboronc.gov, 919-580-4359.

ACKNOWLEDGEMENT OF REVIEW

I acknowledge that I have received a copy of the CDBG Rehabilitation Program policy and that the Community Relations and Development Department of the City of Goldsboro has reviewed the rules and regulations of the program set forth by the U.S. Department of Housing and Urban Development (HUD).

By signing this acknowledgement, I agree to adhere to the program's rules and regulations.

Date: ______

Applicant Name (Print) Applicant Signature

Reviewed by: Community Relations Department Staff Signature

CDBG Home Rehabilitation Program January 2023

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023, COUNCIL MEETING

SUBJECT:

Approve Facility Use Lease for Balanced Choice Vending LLC at

Goldsboro Golf & Event Center.

BACKGROUND:

The City of Goldsboro was approached by Balanced Choice Vending LLC with a request to lease space and kitchen equipment

at the Goldsboro Golf Course.

DISCUSSION:

The space needed is located at 1501 South Slocumb Street, Goldsboro, NC, the southeastern Golf Course Kitchen/Bar area and the equipment is listed on the attached contract exhibit 1 "Building".

Balanced Choice Vending LLC is a full line vending company, and their goal is to serve and support the City of Goldsboro through job creation for residents, paid summer jobs for youth, youth programs, and to support the City of Goldsboro in any additional way possible through its resources.

Balanced Choice Vending LLC will prepare and sell meals at Fair Market Value to the community.

Pursuant to NCGS 160A-272, notice was provided in the Goldsboro News Argus on December 22, 2022.

RECOMMENDATION:

It is recommended that Council approve the attached resolution authorizing the City Manager to enter into a lease agreement with Balanced Choice Vending LLC for the kitchen lease.

Date: 1/18/2023

Obie Agbasi, Golf Director

Date: ///8/

Timothy M. Salmon, City Manager

RESOLUTION NO. 2023~ 3

RESOLUTION APPROVING A LEASE AGREEMENT WITH BALANCED CHOICE VENDING LLC.

WHEREAS, the City of Goldsboro owns Goldsboro Golf Course and Event Center; and

WHEREAS, Balanced Choice Vending LLC has need of the golf course kitchen/bar space to prepare, vend, and sale meals, and

WHEREAS, the citizens of Goldsboro have a need for meals to be serviced at the Goldsboro Golf Course and Event Center, and

WHEREAS, the city is capable of accommodating the request for space without harm to the City, and staff is requesting that council approve the lease agreement with Balanced Choice Vending LLC, and

WHEREAS, in consideration of the use of said space, Balanced Choice Vending LLC will pay a rate of \$600.00 per month plus 5% net of all monthly sales. The term of the lease will be for three (3) years with the option to renew for an additional term of three (3) years at the end of the initial term.

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

- 1. The City Manager is hereby authorized to sign the lease agreement with Balanced Choice Vending LLC.
- 2. This Resolution shall be in full force and effect from and after January 23, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

LEASE AGREEMENT

THIS Lease AGREEMENT ("Agreement") is made by and between **City of Goldsboro, a municipal corporation** ("Landlord"), and Balanced Choice Vending LLC ("Tenant"), with respect to the following:

RECITALS

WHEREAS, Landlord is a tenant of that certain building having an address of **1501 South Slocumb Street**, **Goldsboro NC 27530** the "Building"); and WHEREAS, Tenant desires a lease to use certain space and equipment in the building as described in detail in Paragraph III below ("Leased space"); and

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

- I. Recitals. The foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.
- II. License. Landlord hereby grants Tenant a license to use and occupy the Leased space (as such term is defined in Paragraph III) solely for the Permitted Use (as such term is defined in Paragraph VI) during the Term (as such term is defined in Paragraph V) subject to the terms and conditions set forth in this Agreement.
- III. Leased Space, Rental Rate. The "Leased space, rental rate" of this Agreement shall be determined on Exhibit 2, scope of service on Exhibit 5, and the following specifications:
- Workstations in Exhibit 1
- Available Equipment with Quantities in Exhibit 1
- Storage areas in Exhibit 1
- Cameras in Exhibit 1
- IV. Late Charges/Modifications to License Fee; Right to Increase.

A. Any payment not received in full by the first (3rd) day of each month shall constitute an Event of Default under this Agreement. Tenant shall have a period of five (5) days to cure such default, after which Tenant shall be immediately obligated to pay a Late Charge. Late Charges shall be \$50. Late Charges are not payable as a penalty but are imposed to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby. All monthly invoices are recurring.

B. Late Charges shall follow the fee and consequence: \$35 return check fee, and \$50 late fee.

C. Landlord shall have the unilateral right to increase the prices at any time and from time to time, provided that (i) no applicable itemized fee contained within increases by more than 10% in any given calendar year and (ii) Tenant receives at least 150 days prior written notice that details such price increases. If Tenant is unsatisfied with such unilateral price increases to the License Fee, then the Tenant may terminate this Agreement in a manner consistent with Paragraph XXXIII.A. herein.

V. Term; Landlord Right of Unilateral Termination. The term of this Agreement ("Term") shall be for the dates more particularly described on Exhibit 3 attached hereto. All obligations to perform any action and/or pay any sums due or to become due to either party from the other under this Agreement shall survive the expiration or earlier termination of this Agreement and remain continuing obligations until performed and/or paid. All indemnity obligations under this Agreement shall likewise survive the expiration or earlier termination of this Agreement. In the event that Tenant creates or causes an Event of Default under the terms of this Agreement, Landlord is hereby granted the right to immediately terminate this Agreement, in which event, Tenant shall surrender the Leased space to Landlord in accordance with the terms of this Agreement immediately after Landlord delivers such notice to Tenant and this Agreement shall terminate on such date.

VI. Use. Tenant shall use the Leased space for food preparation, food storage, and to sell food and for no other purpose (the "Permitted Use"). Notwithstanding anything to the contrary contained herein, Tenant shall not (i) store any explosives, fireworks, lighters or other incendiary devices in the Leased space; (ii) use any portion of the Leased space as living quarters, sleeping apartments, or lodging rooms; (iii) abandon, vacate or desert the Leased space, which shall not be defeated because Tenant may have left all or any property in or on the Leased space; or (iv) permit any loitering or live animals in or on the Leased space. All perishable items stored in the Leased space must be kept in airtight, rodent resistant containers with contents labeled and dated with expiration date. The Leased space may be used by Tenant, its employees, agents, and invitees, for the Permitted Use only and for no other use without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant shall not commit any act or cause to be done any act which creates a nuisance in, upon or connected with the Leased space. Tenant and all who enter the Leased space under Tenant shall observe and comply with all present and future federal, state and local common law, statutes (including without limitation The Americans with Disabilities Act), as amended from time to time, rules, codes, ordinances and regulations, and all directions, requirements, rulings and orders of all federal, state and local courts and other governmental (and quasi-governmental) agencies and authorities including, without limitation, those of any health officer, fire marshal, building inspector or other officials, of the governmental agencies having jurisdiction over the Leased space (collectively, "Laws") and with any rules and regulations that may have been or may be hereafter established by Landlord. Tenant expressly acknowledges that the failure of Tenant to operate the Leased space in accordance with the terms of this Agreement and the Member Handbook shall constitute an Event of Default

(subject to potential right to cure as described in Paragraph XVIII) under this Agreement giving rise to all remedies provided in this Agreement and/or available at law or in equity to Landlord, and Landlord shall be entitled, among its other remedies, to enjoin the removal from, or discontinuance of Tenant's business at, the Leased space by seeking injunctive relief or other appropriate remedy. Tenant hereby acknowledges that any determinations made pursuant to this Paragraph VI shall be exclusively determined by Landlord.

VII. Usage Regulations. Tenant may use the Leased space for activities related to preparation and storage of the following products: Catering & Packaged Goods.

Tenant further agrees that:

- 1. Any of Tenant's items left in areas not specifically designated as part of their Leased space are subject to immediate disposal without notice. Tenant further agrees to hold harmless, defend, reimburse and indemnify Landlord for any loss or damage which may be occasioned thereby.
- 2. Landlord reserves the right to charge Tenant for leaving the Leased space in a state not fitting the standards of cleanliness. The fee structure is as follows:

• 1st Offense: \$100 fee

• 2nd Offense: \$200 fee

• 3rd Offense: \$500 fee

• 4th Offense: \$1,000 fee and Landlord has the right to terminate this agreement effective immediately.

VIII. As Is. Landlord shall deliver the Leased space to Tenant in its "as is" condition and Landlord shall have no obligation to do or perform any work therein or to make any alterations or improvements thereto other than to make use of the leased space available to Tenant, provided that such Leased space is in good working order. Landlord's failure to keep the Leased space in good working order shall entitle Tenant to the sole remedy contained within Paragraph XXXIII.B. Tenant expressly acknowledges that Landlord makes no representations or warranties regarding the Leased space or the suitability of the leased space for Tenant's business.

IX. Tenant's Work. Tenant shall not be permitted to perform any construction or alterations in the Leased space without Landlord's prior written permission, which may be withheld in Landlord's sole discretion.

X. Utilities, Trash. Landlord shall be solely responsible for all generally available utilities utilized by Tenant in the Leased space (with Tenant's use of such utilities being included in its applicable monthly rental rate) and shall provide regular trash removal services in addition to any other expenses Landlord chooses to cover, at Landlord's sole discretion. Landlord shall in no way be liable or responsible for any loss, damage, or expense that Tenant may sustain or incur by

reason of any change, failure, interference, disruption, defect, unavailability or unsuitability in the supply or character of the utilities furnished to the Leased space, or if the quantity or character of the utility is no longer available or suitable for Tenant's requirements, and no such change, failure, interference, disruption, defect, unavailability, or unsuitability shall constitute an actual or constructive eviction, in whole or in part, or entitle Tenant to any abatement or diminution of the License Fee, or relieve Tenant from any of its obligations under this Agreement. Any unintentional interruptions to utilities within the Tenant's Leased space, not otherwise caused by Tenant, shall entitle Tenant to the sole remedy described in Paragraph XXXIII.B. below.

XI. Maintenance of Leased space; Surrender. Tenant shall keep and maintain the Leased space in a clean, safe, and sanitary condition in accordance with all Laws and of the requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Landlord, as the same may change from time to time. Tenant shall surrender the Leased space upon the expiration or earlier termination of this Agreement, in the same condition as the Leased space was in as of the date the Leased space was delivered to Tenant, reasonable wear and tear excepted. Upon surrender of the Leased space, Tenant shall remove all of its property therefrom and repair any damage to the Leased space caused by such removal. If Tenant fails to remove all of its personal property by the last day of the Term or earlier termination of this Agreement, then such personal property shall be deemed abandoned by Tenant and, at the option of Landlord, shall become the property of Landlord, or may be removed by Landlord at Tenant's expense, or may be placed in storage at Tenant's expense, or may be sold or otherwise disposed of. The obligations of Tenant under this Paragraph XI shall survive the termination of this Agreement. Tenant acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, if Tenant fails to vacate and surrender the Leased space in accordance with the terms of this Agreement, which shall include, without limitation, the obligation to remove all personal property from the Leased space, on or before the expiration of the Term or earlier termination of this Agreement, then, in addition to all other remedies available to Landlord under this Agreement, at law or in equity, Landlord shall have the option of collecting from Tenant an amount equal to the monthly rent until the date Tenant actually vacates and surrenders the Leased space in accordance with the terms of this Agreement which amounts shall be deemed to be liquidated damages (and not a penalty).

XII. Insurance, Indemnification.

1. Tenant shall, at its sole cost and expense, procure and maintain at all times during the Term hereof workers compensation insurance, commercial general liability insurance (occurrence basis commercial general liability insurance policy including Products and Completed Operations and Premises Legal Liability, on a form that is reasonably satisfactory to Landlord) with a combined single limit for bodily injury, including death, to any person or persons, and for property damages, of not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence plus excess/umbrella liability insurance containing a per occurrence combined

single limit of One Million and No/100 Dollars (\$1,000,000.00) aggregate, for general liability, automobile liability, contractual liability, and employers' liability. Said insurance shall cover any and all liability of the insured with respect to said Leased space, the areas adjacent to the Leased space (including, but not limited to, the sidewalk and loading dock), or arising out of the maintenance, use or occupancy thereof. All such insurance shall specifically insure the performance by Landlord of the indemnity provisions as to liability for injury to or death of persons and injury or damage to property contained in this Paragraph XII. Tenant's commercial general liability insurance shall name Landlord, Landlord's agent, and any other designee of Landlord, as additional insured. The amount of such liability insurance required to be maintained by Tenant hereunder shall not be construed to limit Tenant's indemnity obligations in this Agreement or other liability hereunder. Tenant shall deliver to Landlord certificates evidencing the insurance coverages required pursuant to this Paragraph XII(1) prior to Landlord delivering possession of the Leased space to Tenant.

- 2. Tenant shall indemnify, defend and hold Landlord and Landlord's lessors, partners, officers, shareholders, members, managers, trustees, principals, agents, property managers, employees, contractors and any mortgagee(s) (collectively, the "Landlord Indemnitees") harmless from and against all liabilities, obligations, damages, judgments, penalties, claims, costs, charges and expenses, including, without limitation, reasonable architects' and attorneys' fees, which may be imposed upon, incurred by, or asserted against any of the Landlord Indemnitees and arising, directly or indirectly, out of or in connection with (1) Tenant's breach of its obligations under this Agreement, (2) the acts or negligence of Tenant, its agents, contractors, and employees, and while in the Leased space, invitees (collectively, the "Tenant Parties"), and/or (3) the use or occupancy of (a) the Leased space or (b) any loading platform area by the Tenant Parties. If any action or proceeding is brought against any of the Landlord Indemnitees by reason of any of the foregoing, Tenant's insurance company shall defend the Landlord Indemnitees by counsel chosen by Tenant's insurance company. If Tenant's insurance company declines to defend the Landlord Indemnitees, Tenant shall reimburse the Landlord Indemnitees the reasonable cost of defending such action or proceeding. Any such cost, damage, claim, liability or expense incurred by Landlord Indemnitees for which Tenant is obligated to reimburse Landlord Indemnitees under this Agreement shall be due and payable within five (5) days after notice to Tenant that payment is due.
- 3. Notwithstanding anything in this Agreement to the contrary, Tenant hereby waives and releases Landlord from any and all rights of recovery, whether arising in contract or tort, against the other, including their employees, agents and contractors, arising during the Term, including all extensions, for any and all loss or damage to any property located within or constituting a part of the Building (inclusive of the Leased space), which loss or damage arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage (formerly known as "all-risk"), including any deductible thereunder (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance or self insures the loss or damage) or which right of recovery arises from any loss or damage that

could be insured under time element insurance, including without limitation loss of earnings or rents resulting from loss or damage caused by such a peril. This waiver is in addition to any other waiver or release contained in this Agreement. If there is a conflict between this Paragraph XII (3) and any other provision of this Agreement, this Paragraph XII(3) shall control. Tenant shall cause its property insurance policy carried by them insuring the Leased space, the contents thereof, or the building, to provide that the insurer waives all rights of recovery by way of subrogation or otherwise against Landlord in connection with any loss or damage which is covered by such policy or that such policy shall otherwise permit and shall not be voided by the release provided for above.

XIII. Hazardous Materials. Tenant shall maintain the Leased space, and its operations thereon, in compliance with all federal, state and local laws, regulations, ordinances, rules, orders, and agency policies or guidelines regarding the environment, human health or safety ("Environmental Laws") that apply to the Leased space or its use and will prevent any moisture from penetrating into any adjacent premises or other portion of the building. Tenant shall not store or use hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Environmental Laws, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. §§ 9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. §§ 6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA) (15 U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Tenant shall cure any spill, leak, discharge, or other release from, on, about or under the Leased space, but Tenant shall not be responsible for curing any Hazardous Substances existing on the date Landlord delivers possession of the Leased space to Tenant or caused by the Landlord during the Term. Tenant shall take all measures to preclude any moisture from penetrating any adjacent premises or other portions of the Building and shall be responsible to Landlord and/or any adjacent Tenant directly for any damage caused thereby. Tenant shall not install any underground or aboveground storage tanks on the Leased space without Landlord's prior written permission, which may be withheld in Landlord's sole discretion. Tenant shall give Landlord written notice immediately upon Tenant's knowledge of any Hazardous Substances existing in the Building that impacts soil, groundwater, or surface water, or requires notification of regulators. Notwithstanding the expiration or earlier termination of this Agreement, if upon the expiration or earlier termination of this Agreement there exists a violation of Environmental Laws at the Leased space for which Tenant is liable or if Tenant has failed to fulfill its obligations under this Paragraph XIII, and if such violation or failure delays another Tenant from commencing its work or operations at the Leased space, Tenant shall reimburse Landlord for Landlord's lost rental plus the amount required for Landlord to cure the violation of

Environmental Laws and/or to cure Tenant's default by fulfilling Tenant's obligations under this Agreement, if possible.

In addition to Tenant's obligations in Paragraph XII(2) above, Tenant shall indemnify, defend and hold Landlord and the Landlord Indemnitees harmless from any and all fines, suits, procedures, claims, liabilities, costs and actions of any kind, including counsel fees (including those incurred to enforce this indemnity or for any other purpose) arising out of or in any way related to (1) Tenant's or Tenant's Parties' use, handling, generation, treatment, storage, disposal, and other management or release of any Hazardous Substances from, on, about or under the Building or the Leased space, whether or not Tenant or the Tenant Parties may have acted negligently with respect to such Hazardous Substances; or (2) Tenant's or the Tenant Parties' failure to comply with the provisions of this Paragraph XIII. Tenant's obligations and liabilities under this Agreement survive the expiration or earlier termination of this Agreement, and shall continue for so long as Landlord (including any successor or assignee) remains responsible or liable under Environmental Laws or otherwise for either any releases of Hazardous Substances or for any violations of Environmental Laws that occurred during Tenant's possession of the Leased space, unless caused by the Landlord. Tenant's failure to abide by the terms of this Paragraph XIII shall be enforceable by injunction.

XIV. Right of Entry. Landlord may enter the Leased space at any time.

XV. Landlord's Liability; Maximum Liability. Tenant shall neither assert nor seek to enforce any claim, and hereby waives any and all rights to assert or claim, for breach of this Agreement against any of Landlord's assets other than Landlord's interest in the Building, or any portion thereof, and Tenant shall look solely to such interest for the satisfaction of any liability of Landlord under this Agreement, it being specifically agreed that in no event shall Landlord or Landlord's Indemnitees (or any of the officers, trustees, directors, partners, beneficiaries, joint ventures, members, managers, stockholders, or other principals or representatives, disclosed or undisclosed) ever be personally liable for any such liability. In no event shall Landlord (or any of the officers, trustees, directors, partners, beneficiaries, joint ventures, members, stockholders, or other principals or representatives, disclosed or undisclosed) ever be liable for consequential, speculative, punitive damages, or lost profits. Moreover, in no event shall Landlord's liability arising out of this Agreement exceed the total of the amounts paid by Tenant pursuant to this Agreement in the one (1) month period preceding the event giving rise to Tenant's claim.

XVI. Assignment. This Agreement may be assigned by Landlord and, after such assignment, Tenant agrees to look solely to such assignee for performance hereunder. The rights and obligations of Tenant under this Agreement may not be assigned or delegated, in whole or in part, to any third party.

XVII. Operation of Building. Tenant agrees that the Building is under the complete control of Landlord. Tenant agrees that Landlord has the right:

- 1. to close all or any portion of the Building to such extent as may, in the opinion of Landlord, be necessary to maintain, repair, or replace same, or to prevent a dedication thereof or the accrual of any rights to any person or to the public therein;
- 2. to do and perform such other acts in and to the Building as Landlord shall determine to be advisable.

XVIII. Events of Default. The occurrence of any of the following shall constitute an event of default (each, an "Event of Default") under this Agreement:

- 1. Tenant's failure to perform any covenant, condition or obligation or to pay any amount due under this Agreement and under the Exhibits attached hereto by the third (3rd) day of each month of the Term (subject to the five (5) day cure right described in Paragraph IV above).
- 2. Tenant's failure to perform or observe any aspect of this Agreement (other than a default involving the payment of money), which failure is not cured within ten (10) days after the giving of written notice thereof by Landlord (to the extent curable, as solely determined by Landlord). For the avoidance of doubt, violation of Landlord's zero tolerance policy against discrimination, retaliation or harassment shall not be curable, unless otherwise exclusively determined by Landlord.
- 3. Tenant's use of the Leased space for any use other than those explicitly permitted in this Agreement.
- 4. Tenant's failure to remain qualified to do business in North Carolina.
- 5. Any other occurrence that Landlord solely but reasonably deems an event of default elsewhere in this Agreement.

XIX. Remedies. Upon the occurrence of an Event of Default:

- 1. Landlord may terminate this Agreement and/or any services provided to Tenant under this Agreement, by giving notice of such termination to Tenant, whereupon this Agreement shall automatically cease and terminate, and Tenant shall be obligated to immediately quit the Leased space. Any other notice to quit or notice of Landlord's intention to re-enter the Leased space is hereby expressly waived. If Landlord elects to terminate this Agreement, everything contained in this Agreement on the part of Landlord to be done and performed shall cease, without prejudice, however, to the right of Landlord to recover from Tenant all sums accrued up to the time of termination or recovery of possession by Landlord, whichever is later, together with any and all other monetary damages sustained by Landlord. Except to the extent otherwise required by the laws of North Carolina, Landlord shall not have a duty to re-license Tenant's Leased space to a third party.
- 2. Landlord may, but shall not be required to, make such payment or do such act, and charge the amount of the expense thereof, if made or done by Landlord, with interest thereon at a rate equal to twelve percent (12%) per annum. Such payment and interest shall be due and

payable within five (5) days of Landlord's demand therefor, but the making of such payment or the taking of such action by Landlord shall not operate to cure such default or to stop Landlord from the pursuit of any remedy to which Landlord would otherwise be entitled at law, in equity or under this Agreement.

3. Whether or not this Agreement is terminated pursuant to this Paragraph XIX, Landlord may proceed to recover possession of the Leased space under and by virtue of the provisions of the laws of the State of North Carolina and the County of Wayne in which the Leased space is located, or by such other proceedings, including re-entry and possession, as may be applicable.

XX. Litigation Costs. Should an Event of Default occur and/or should Landlord file suit against Tenant for any reason, including, but not limited to, a suit for possession of the Leased space, payment of monies, damages, or to enforce or interpret the provisions of this Agreement, then Tenant shall reimburse Landlord for its reasonable attorneys' fees and all expenses and costs of litigation, including any appeals. If suit is filed for past due monies and/or money damages, Landlord shall be entitled to attorneys' fees in an amount not less than fifteen percent (15%) of the monies awarded to Landlord.

XXI. Authority. By signing this agreement, Tenant and its officers, represent, that it a duly incorporated and existing business, that Tenant has been and is qualified to do business in the jurisdiction in which the Leased space is located, that the business has full right and authority to enter into this Agreement, and that all persons signing on behalf of the business were authorized to do so by appropriate corporate actions.

XXII. Personnel. Tenant shall provide Landlord with the name, address, phone number, and email of all personnel employed by Tenant in the Leased space. Tenant shall notify Landlord of all employees that are terminated from Tenant's employment, so that Landlord can take appropriate steps to restrict their further access to the Building premises.

XXIII. Regulations. Tenant consents to operating by the regulations and safety procedures promulgated by Landlord, as well as the food safety and occupational workplace regulations established by North Carolina and the Occupational Safety and Health Administration.

XXIV. Photography. Tenant hereby permits and grants Landlord the right to produce video recordings and/or take photographs of Tenant and/or its agents/members/employees (the "Advertising Materials") for general marketing and/or advertising purposes, which may be published on any marketing/advertising forum (such as social media platforms), without any form of additional consent needed by Tenant. Tenant shall hold harmless, defend and indemnify Landlord against any claims by Tenant's agents/members/employees alleging that Landlord inappropriately used their name, image, likeness and/or appearance.

XXV. Notices. Any notice, demand or other communication required or permitted by law or any provision of this Agreement to be given or served on either party shall be sent by electronic communication. Any party shall have the right from time to time and at any time to change its

respective electronic address, effective immediately upon receipt by the addressee. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date (the date the notice was first unsuccessfully attempted), as shown on the return receipt or the delivery confirmation. For the avoidance of doubt, and to clarify and confirm, any and all written notice required herein shall be satisfied by electronic communication. Tenant's failure to properly update its electronic address shall not affect the validity of Landlord's notice provided to Tenant by way of email.

XXVI. Entire Agreement. This Agreement and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. All prior communications, negotiations, arrangements, representations, agreements, and understandings whether oral or written between the parties hereto, and their representatives, are merged herein, and extinguished, this Agreement superseding and canceling the same. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

XXVII. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law. In the event that any provision of this Agreement would be deemed unenforceable due to the excessiveness or unreasonableness of any fee, charge, cost or expense for which payment is required thereby, then such provision automatically to be modified to provide that the amount of such fee, charge, cost or expense shall be the maximum amount permitted by law and such provision, as so modified, shall be enforced.

XXVIII. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

XXIX. Choice of Law, Waiver of Trial by Jury, Forum Selection. This Agreement shall be governed and construed in accordance with the laws of Wayne County and North Carolina, without regard to its principles of conflicts of laws. To the extent permitted by law, THE PARTIES HERETO MUTUALLY WAIVE TRIAL BY JURY with respect to any action brought by either party under or in connection with this Agreement and/or the Leased space.

XXX. Time is of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement.

XXXI. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any non-monetary act by Force Majeure (as defined below), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Paragraph XXXII shall not operate to excuse Tenant from the prompt payment of any monies required by the terms of this Agreement and shall not operate to delay or extend the Term or excuse Tenant from failing to surrender the Leased space in accordance with the terms of this Agreement. "Force Majeure" means a material delay beyond the reasonable control of the delayed party caused by labor strikes, lock-outs, industry-wide inability to procure materials, extraordinary restrictive governmental laws or regulations (such as gas rationing), mass riots, war, military power, terrorist acts, sabotage, material fire or other material casualty, Severe Weather, global health pandemic (such as Covid-19 or any related variant thereof), or an extraordinary and material act of God (such as a tornado or earthquake), but excludes inadequacy of insurance proceeds, litigation or other disputes, financial inability, lack of suitable financing, delays of the delayed party's contractor and failure to obtain approvals or permits unless otherwise caused by an event of Force Majeure. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party. Strikes, walkouts or other labor troubles by the Tenant or Tenant Parties shall not constitute an event of Tenant Force Majeure. "Severe Weather" means weather that a reasonable person would find unusual and unanticipated at the time of the scheduling of the activity based on recent weather patterns for the period in question in the vicinity of the Leased space, provided that the delayed party delivers to the other party, upon request, reasonable documentation from an unbiased weather authority substantiating such claim.

XXXII. Tenant Termination – For Convenience & Landlord Default.

A. Convenience. If Tenant shall find it necessary to terminate this Agreement, Tenant shall give one hundred and twenty (120) days' written notice. The Termination Date shall be the final day of the month in which the end of the 120 day notice falls. Notice of Intent to Terminate should be sent to John Brathwaite at Johnb@bcvnational.com.

B. Landlord Default. Tenant shall be entitled to terminate this Agreement should Landlord default under its obligations arising from this Agreement, provided that Tenant first provides Landlord with prior written notice of such bona fide default and Landlord has failed to cure the same within 60 days after such notice. Landlord shall solely but reasonably determine what constitutes a bona fide Landlord default. Should Tenant terminate due to Landlord default, then Tenant's termination shall be effective as of the end of said 60 day notice to cure period. Tenant shall be responsible for all fees through such termination date, without pro-ration for the final applicable month.

XXXIII. Survival. Any provisions or terms contained within this Agreement shall automatically survive the termination of this Agreement.

XXXIV. Factual Determinations. Tenant hereby acknowledges and agrees that any factual determinations related to this Agreement shall be exclusively determined by Landlord.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be executed under seal by their duly authorized officers or representatives.

City of Goldsboro,

a North Carolina Government Agency

Ву:	_(SEAL)
Name:	
Title:	
AND	
TENANT:	
Business Name: Balanced Choice Vending	LLC
Ву:	(SEAL)
Name:	
Title:	
Federal Tax ID #: 82-0609169	

EXHIBIT 1: BUILDING

Workstations

Golf Course Kitchen and Bar Area

• Available Listed Equipment with Quantity

One Door Reach-in Refrigerator	1
Two Door Refrigerated Sandwich Prep Table	
Star 624MA Gas Griddle	1
Star 602 Two Burner Flat Top	1
Adcraft Electric Fryer	1
Metal Prep Table	1
7.1 Cu Ft Thomson Freezer	1
Amana Microwave	1
Bunn 12-Cup Coffee Maker	1
Steel Mandoline	1
Slicer	1
Blender	1
Smoothie Maker	1
Dual Electric Fryer	1

Storage Areas

Kitchen Pantry

Bar Closet

4 Security Cameras

Installed and monitored by Tenant

EXHIBIT 2: Leased Space, Rental Rate

Leased Space Address: of 1501 South Slocumb Street, Goldsboro NC 27530.

Rental Rate: \$600.00 per month plus 5% net of all monthly sales. We request a (60) day rent abatement to allow time to move in, install any equipment, and to hire staff. City staff shall have the right to audit the books at its request, fifteen (15) days notice required, to validate the receipts.

EXHIBIT 3: TERM

The term of this lease shall be for (3) years with the option to renew for an additional term of (3) years at the end of this initial term:

Lease Start date: 1st Day of March, 2023

Through

Lease End date: 28th Day of February, 2026

EXHIBIT 4: TENANT BUSINESS INFORMATION

Business Name: Balanced Choice Vending LLC

Owner or Partners' Names: John Brathwaite

Email Address(es): Johnb@bcvnational.com

Phone Number(s): (678) 464-5048

Business Address: 708 N William Street, Goldsboro, NC 27530

Secondary Address (can be personal address):4880 Stamp Road, Temple Hills, MD 20748

Employer ID Number (EIN): 82-0609169

EXHIBIT 5: Scope of services.

As a condition of Tenant's use and occupancy of the Lease Premises, Tenant shall provide the following services. Tenant shall:

A. Obtain and maintain, throughout the term of this Lease, all City, County, State and Federal licenses and certificates, and maintain duly qualified staff, as necessary to operate food and beverage services in accordance with all applicable laws and regulations issued by the State of North Carolina and Wayne County, and an North Carolina seller's permit. Tenant must obtain all necessary permits prior to operating the restaurant on Lease Premises.

- B. Keep the Lease Premises open for business with the public each day during business hours, in accordance with the following schedule:
- 1. Weekdays, March through November: 9:00 a.m. to 5:00 p.m.
- 2. Weekends, March through November: 8:00 a.m. to 5:00 p.m.
- 3. December, January, and February: Reduced hours as mutually agreed with the Golf Director.
- 4. Any additional hours of operation necessary to provide service in conjunction with all regular golf course activities, including regularly or specially scheduled tournaments.
- 5. Any additional hours of operation, so long as such operation complies with all laws and regulations applicable, including, without limitation. Tenant may, with prior, written approval by the Golf Director, and upon posting a written notice on all entrances and exits for at least one week, temporarily close the restaurant for a reasonable period for holidays; necessary repairs or remodeling; taking inventory; preparation for or hosting tournaments or special events, or in periods of low attendance or inclement weather.
- C. Prominently post hours of operation at the Lease Premises.
- D. Supply and require employees to wear uniforms with Tenant's logo. Tenant shall not allow Tenant's employees to consume alcoholic beverages on the Lease Premises during their shift or while in uniform. E. Install and maintain, at Tenant's expense, all equipment necessary to operate food and beverage services as set forth herein.
- H. Purchase, install, maintain, and use a point-of-sale system, and accept credit card and debit card payments. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt. Cash registers shall keep a copy of all transactions recorded, beginning, and ending cash register readings. Tenant shall provide copies of all such records to Landlord within three (2) days of Landlord's request. Tenant agrees to allow, with fifteen (15) days notice, City staff the right to audit the books at our request to validate the receipts; Tenant shall provide to the Landlord on demand access to POS records for location leased.
- J. Provide and maintain the necessary inventory of food, beverages, and related service products, propane, including plates, utensils, and paper products, required to satisfy the public demand therefor. All such products sold or kept for sale by Tenant shall be of high quality, wholesome and pure, and shall conform to all Federal, State, and County food laws, ordinances, and regulations in all respects. No adulterated, misbranded, or impure articles shall be offered, sold, or otherwise provided by Tenant. All

food and beverage products kept on hand by Tenant shall be stored and handled with due regard for sanitation.

K. Provide daily and other necessary housekeeping, cleaning, preventative maintenance, inspections, and sanitation of the Lease Premises, including all necessary commercial equipment and supplies for such purpose.

L. Ensure that the area within and immediately adjacent to the Lease Premises is kept clean and free of all debris, litter, or other unclean or unsightly condition caused or created by Tenant's use of the Lease Premises.

M. Use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this Lease. In the event of violation of this provision, Landlord shall have the right to require Tenant to remedy the problem and prevent future violations by disciplining the offending employee or employees up to and including removing the employee from work under this agreement.

ITEM

CITY OF GOLDSBORO AGENADA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT:

Contract Award for Public Safety Complex Boiler Replacement Project

BACKGROUND:

The Public Safety Complex Boiler is original to the 1975 construction of the building. The casing on the boiler is rusted through and leaks when shut down. The boiler inspector has warned it will be deemed unsafe if it leaks during operation. It was determined that replacement of the system is warranted before it fails.

Funds were budgeted in FY2023 for the replacement of the Boiler system.

Bids were invited and due on Thursday, September 8, 2022, at 2:00 pm for the replacement of the Public Safety Complex HVAC Boiler System. Three submittals were received and tabulated as follows:

Name of BidderAmount of BidHoffman Mechanical Solutions\$ 99,469.06Dail Mechanical, Inc.\$ 170,500.00Piedmont Services Group\$ 170,771.00

Due to the rising costs of material and the time frame between receiving bids and awarding the contract, there has been an increase in the contract price of \$6,603.65.

DISCUSSION:

The purpose work consists of replacing the HVAC boiler and pump for Public Safety Complex, startup of the new boiler, and integration into existing controls.

RECOMMENDATION:

It is recommended that City Council adopt the attached resolution authorizing the City Manager to execute a contract with Hoffman Mechanical Solutions in the amount of \$113,232.62 which includes bid price plus sale & use tax, for the Public Safety Complex Boiler Replacement Project.

Date: /-/9, 23

Mike West, Chief of Police

Date:

Timothy M. Salmon, City Manager

RESOLUTION No.2023-

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF CONTRACT FOR PUBLIC SAFTEY COMPLEX BOILER REPLACEMENT PROJECT

WHEREAS, the Public Safety Complex HVAC Boiler System is original to the 1975 construction of the building and its current condition warrants replacement before failure.

WHEREAS, on Thursday, September 8, 2022 at 2:00 pm the City of Goldsboro received three responsive bids for the Public Safety Complex Boiler Replacement Project; and

WHEREAS, Hoffman Mechanical Solutions, is a reputable company and provided the lowest responsible, responsive bid; and

WHEREAS, it is recommended that the City award the bid to Hoffman Mechanical Solutions for the Public Safety Complex Boiler Replacement Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro, North Carolina, that the City Manager is hereby authorized to execute a contract with Hoffman Mechanical Solutions in the amount of \$113,232.62, to provide services for the Public Safety Complex Boiler Replacement Project.

This resolution shall be in full force and effect from and after this day <u>January</u> 23, 2023.

David Ham, Mayor

Attested by:

Laura Getz, City Clerk

Contract for Construction and/or Repair

Public Safety Complex - Boiler Replacement Project

This Contract is made on the 24th day of January, 2023.

BETWEEN Hoffman Mechanical Solutions, Inc., whose address is <u>104 Vantage Point Drive, Cayce South Carolina 29172</u>, referred to as the "Contractor,"

AND the City of Goldsboro, Property Owner, whose address is PO Box A, Goldsboro, NC 27533, referred to as the "Owner."

- 1. It is agreed and understood that the advertisement for bids, the information for bidders, the accepted Proposal, and general conditions, the detailed specification, the bid request, and the drawings are a part and parcel of this Contract, to the same extent as if incorporated herein in full.
- 2. Agreement. The contractor agrees to perform certain construction, alterations or repairs (referred to as the "work") in accordance with this Contract. All work will be done in a good, sound and workmanlike manner. The Contractor will begin the work no later than the 20th day of February, 2023 and complete the work no later than the 24th day of March, 2023.
- 3. Work. The work is described as follows:
 - 3.1. The project will be completed in accordance with the detailed specifications of the bid documents as attached hereto as Schedule A.
 - 3.2. The work will be completed in accordance with Schedule A.
- **4.** Location. All work will be completed on the property (called the "Property") known as: The Goldsboro Public Safety Complex, 204 S Center St, Goldsboro, NC 37530.
- 5. Contract Amount and Payments. The Owner will pay the Contractor, according to the terms of this Contract, Not to Exceed the amount of \$\$113,232.62.
 - 5.1. **Goods**. The Contractor will provide the materials, supplies and equipment necessary for the complete performance of this Contract.
 - 5.2. Contractor shall provide, and the Owner shall verify an itemized list of materials, NC Sales & Use tax certificate and corresponding invoices (Schedule C).
 - 5.3. Contractor may submit partial invoice for payment of materials, once delivery has been verified by Owner.
 - 5.4. **Services**. The Contractor will provide the services and labor necessary for the complete performance of this Contract.
 - 5.5. Upon completion of the project, the Contractor shall provide a final invoice and lien waiver (Schedule D).
- 6. Compliance with Laws. The Contractor will comply with all applicable State and local laws regarding work, materials and the safety of persons or property. The Owner will not be responsible for any loss or damage to the work or any property of the Contractor.
- 7. **Dispute Resolution**. Contractor and Owner shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either party requests mediation, the dispute or conflict shall be subject to litigation. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina. Venue for resolution of any dispute shall be in Wayne County, North Carolina.

- **8. Non Appropriation Clause.** Contractor acknowledges that the City is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.
- 9. Changes. This Contract can only be changed by an agreement in writing signed by both the Owner and the Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.
- 10. Termination. The OWNER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor, in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The OWNER also reserves the right to terminate the contract immediately, with written notice to Contractor, for convenience, if the OWNER believes, in its sole discretion that it is in the best interest of the OWNER to do so. The Contractor will be compensated for work performed and accepted and goods accepted by the OWNER as of the termination date if the contract is terminated for convenience of the OWNER. Any award under this procurement process is not exclusive and the OWNER reserves the right to purchase goods and services from other vendors when it is in the best interest of the OWNER.
- 11. Insurance. The Contractor will maintain insurance coverage required under the Worker's Compensation Laws of North Carolina. The Contractor will also provide general public liability insurance protecting the Owner from liability for injuries to persons or property which occurs on or about the Property, and the Owner shall be listed on the policy as an additional insured. The insurance will provide limits of not less than the limits listed in Schedule B. The Contractor will protect the Owner from all claims and liability related to the construction or repair work for this contract.
- 12. Ownership of Materials. The Contractor will continue to own all materials delivered and work performed until paid for by the Owner. The Contractor will have access to these materials and work at all reasonable times.
- 13. Care of Property. The Contractor will protect the work, materials, property and adjacent property from damage or loss. The Contractor will also take proper precautions for the safety of the public. The Property will be kept free of waste, rubbish and surplus materials. The Contractor will leave the Property "broom clean" before being entitled to the final payment under this Contract. The Contractor will also pay for, repair or replace any damage or loss caused by the Contractor's failure to perform this Contract.
- **14. Permits**. The Contractor will obtain all building permits or approvals as required by law. The Owner will pay for these permits or approvals and cooperate in obtaining them.
- 15. Contractor's Continuing Liability. The Contractor will be liable for defective, faulty or improper materials or workmanship. Upon written notice, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work.
- **16. Notices**. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract or to that party's attorney.
- 17. Equal Employment: During the performance of this contract, the contractor agrees as follows:
 - 17.1. Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, gender, political affiliation, national origin or handicapped.

18. Suspension and Debarment.

- 18.1. The contractor certifies to the best of his or her knowledge and belief, that the applicant and its principals:
 - **18.1.1.** are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

- **18.1.2.** have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, Ste, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- **18.1.3.** are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- **18.1.4.** Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 19. Parties. Both the Owner and the Contractor are bound by this Contract. All parties who lawfully succeed to their rights and responsibilities are also bound.

20. NOTICE TO OWNER.

- a. Do not sign any completion certificate or agreement stating that you are satisfied with the entire project before this project is complete.
- 21. Signatures. Both parties sign and agree to this Contract.

Witnessed or Attested by:		
	Ву:	(Seal)
	Title	
	CITY OF GOLDSBORO, Owner	
City Clerk	By: City Manager	(Seal)
This instrument has been pre-audited in the manner requesty the Local Government Budget and Fiscal Control Act	ired :.	
(Signature of Finance Director)		
Printed Name of Finance Director	=	

DETAILED SPECIFICATIONS

BOILER REPLACEMENTS

DIVISION I - GENERAL REQUIREMENTS:

1.01 Location of Project: Goldsboro Police Department, 204 S. Center Street, Goldsboro, NC 27530

1.02 General Scope of Work:

- A. The contractor shall furnish all labor, equipment, materials, insurance, supervision, cleanup, permits, and fees and abide by all local, state and federal codes applicable to replace Boiler and related equipment with new equipment that meet or exceed the industry codes and per the requirements below. Size of unit to be of similar type and size to mount on existing structure. If existing structure cannot be utilized, contractor is to supply and install replacement mounting hardware to fit new unit footprint while providing alignment with existing piping/connection. All incidentals necessary to have fully functioning & proper operating systems are to be included.
- B. New Boiler Basic Minimum Requirements are as follows:
 - 1. Install new heating boiler in the same location as the existing boiler. It will be incumbent on Contractor to provide proof of an acceptable boiler, pump and related equipment.
 - 2. Minimum efficiency accepted (86.2% AHRI Min. Thermal Efficiency).

C. Provide Pricing as Follows:

- 1. Base Bid Replacement of Boiler, pump and related equipment
- 2. Add Alternate Abatement of existing insulation in accordance with State of North Carolina Department of Administration State Construction Office Asbestos Abatement Guidelines and Policies

D. Important Project Notes and Requirements:

- 1. Remove existing boiler, associated piping and related equipment as required to install a new boiler. All demolished materials shall be removed from the site and disposed of properly by the Contractor.
- 2. Remove/replace existing piping as required to provide a proper loop for the new boiler and create the secondary (building loop) from the existing pumps and piping.
- 3. Install air separator to the secondary loop if required.
- 4. Install new heating boiler in the same location as the existing boiler.
- 5. The new boiler is to be piped in a similar configuration unless an alternate configuration is approved by the owner. Boiler to be provided with accessory hot water pump.
- 6. Provide all required piping to create the primary loop and connections to the existing building (secondary) loop. All new piping to be insulated with 2" fiberglass insulation with ASJ jacketing.
- 7. Reconnect existing gas piping to the new boiler. Install new double wall boiler flue on boiler. Flue shall have AL29-4C inner wall, 1" minimum air space and outer wall of 430 S.S. The flue shall extend through the ceiling, then extend up the minimum industry required height above the roof.
- 8. Each boiler to have a condensate neutralization kit installed and piped to existing floor drains.
- 9. The boiler shall be provided with appropriate hardware/software to communicate with existing building automation system.

10. The new boiler will be integrated into the existing building automation system by Siemens, and the contact information is provided below.

Contact: Joseph Latore

Email: joseph.latore@siemens.com

- 11. Contractor must submit a drawing of the new piping arrangement for approval prior to the start of work. All piping and accessories shall be installed per manufacturer's instructions.
- 12. Contractor is responsible to have the new boiler added to the current SIEMENS Control System and the boiler must be compatible to function correctly and have all current SIEMENS controls capabilities that are currently established.

E. Additional Requirements:

- 1. Contractor shall be responsible for all Site logistics, equipment rentals and liability to place the new boiler, offset and removal of old boiler and equipment. Large equipment work must be approved and scheduled with the Project Manager to avoid any possible issues. Schedule must be coordinated with the Project Manager prior to mobilization.
- 2. Hot Water Pump Replacement Contractor shall be responsible to size water pump correctly and according to manufacturer requirements.

1.03 Bid Requirements:

- A. Equipment manufacturer's name, model number, size, BTU rating, electrical power requirements, curb adapter (if needed) and basic warranty information of the proposed equipment <u>are to be included with your bid</u>.
- B. Contractor to include their N.C. Contractor License number in their bid.

1.04 Field Measurements and Material Quantities:

- A. The contractor shall have <u>sole</u> responsibility for accuracy of all measurements, estimates of material quantities, properly sized boiler & pump(s) to meet the needs of the building and sizes.
- B. All bidders prior to submitting their bid must ascertain for themselves all requirements of the job measurements, materials needed, working conditions, etc. **Contact: Karl Rabun, Project Manager** at 919-580-4247 to schedule an additional site visit. Technical questions must be submitted in writing prior to end of question period for a proper response to all interested bidders.
- **1.05** A pre-bid conference will be held at the project location. The City of Goldsboro will not entertain bids from firms not scheduling a site visit prior to bid date.

1.06 Project Schedule:

- A. Upon receipt of a written Notice To Proceed (NTP) from the City, the Contractor is to order equipment and provide delivery date to establish job Start Date with Project Coordinator. The time between the NTP and Start Date may not exceed four (4) weeks except by a qualified delivery date from the manufacturer and written acceptance by the City. The duration of work shall not exceed four (4) weeks from Start Date. Work shall be completed without interruption except for inclement weather during mobilization or equipment delivery, and any extension of time must be requested within 5 business days and approved in writing by the City.
- B. The building is occupied and will be operational throughout the project and will require 1 one week advance notice and approval by the Project Manager, these items include, but are not limited to:
 - 1. Heavy Equipment Delivery Date/set up
 - 2. Material Delivery
 - 3. Hoisting Schedule
 - 4. Boiler Shut Down

C. Heavy Equipment mobilization, hoisting and demobilization should be scheduled on weekends when possible as to not interfere with day to day use of the parking lot and entry.

1.07 Submittals at Pre-Job Conference from successful bidder:

- A. Product Data: Copies of the Manufacturer's specifications, installation instructions and sample warranty for the specified equipment.
- B. Shop drawings reflecting dimensions of boiler and required clearance
- C. Descriptive list and samples of materials proposed for use.
- D. Project Schedule, to include anticipated durations of work and noting any times the unit will need to be offline where the building will be without heat.

1.08 Delivery, Storage and Site Logistics:

- A. Materials shall be delivered in the manufacturer's original sealed and labeled containers.
- B. The contractor shall be responsible for all materials stored at the job site. Damaged materials shall not be used and shall be replaced at the contractor's expense.

1.09 Contractor Requirements:

- A. The Contractor shall have a minimum of five (5) years' experience in the construction trades included in this specification. The bidding contractor is responsible for all permits. The Contractor shall furnish references upon request.
- B. Contractor shall provide a current certificate of insurance, naming the City of Goldsboro as an additional insured.
- C. Professional Conduct: This project is located in a government building that is occupied and will be operational. Contractor and all employees will conduct & present themselves at all times in a respectful, courteous and professional manner while on or in a City of Goldsboro Property. They shall also wear appropriate clothing, shirts must have sleeves, no holes in pants or shirts are permitted. Clothing with offensive graphics or language are not allowed. Proper work attire as per OSHA are to be observed. Violation can result in the immediate removal of said violator and can result in the termination of contract.
- D. Contractor shall provide and maintain continually on the Site of the Work during its progress and until its completion, adequate and competent supervision of all operations for and in connection with the Work being performed under this Agreement, either personally or by a duly authorized supervisor or other representative. The supervisor or other representative of contractor shall be fluent in speaking, reading and communicating in English.
- E. If Contractor has non-English speaking workers they shall have person(s), fluent in the language(s) spoken as well as English, on site when work is being performed, to interpret and translate as needed.

1.10 Damages:

A. The Contractor shall be responsible for any damages caused by him or his workmen to the property of the City. He shall make good in an approved manner at his own expense any such loss, damages or injury without cost to the City. The Contractor shall also assume all responsibility to maintain all existing protection and provide and maintain any additional protection as required by the governing laws, regulations and ordinances concerning the safety of personnel and visitors. If the Contractor fails to make satisfactory repairs, the City will repair any damage done by the Contractor or his workmen and deduct the cost from the contract.

1.11 Clean up:

A. The Contractor shall keep the work site neat at all times. Upon completion of all work covered in this specification, the Contractor shall remove all equipment, materials and debris leaving the area in an undamaged and acceptable condition. The Contractor shall be responsible for all disposal fees.

1.12 Failure to Perform:

A. If the Contractor fails to perform as outlined herein, the City may terminate the contract at its discretion and be liable only for the portion of acceptable

work completed. The value of work completed shall be the sole determination of the City in such case.

1.13 Payment:

Payment will be made in full by the City after acceptance is given, all punch-list items have been satisfactorily completed and the Contractor has submitted the required documentation:

- A. Proper invoice.
- B. Signed warranties to the City.
- C. Operation Manuals for Units & Manufacturer's recommended maintenance schedule
- D. On-site training of City Mechanical Team on equipment.
- E. Certified sales tax reimbursement forms.

Taxes:

- a. FEDERAL: The City of Goldsboro is exempt from and will not pay Federal Excise or Transportation taxes.
- b. STATE: Applicable North Carolina Sales and Use Taxes shall not be included in the bid price, but shall be identified on vendor receipts and the Sales Tax Report for City reimbursement.
- F. Equipment Startup Report.

1.14 Environmental Requirements:

- A. Contractor shall clean up at the end of the day prior to leaving and keep the stairs and corridors clear.
- B. All work including material application, material handling and equipment shall conform to OSHA safety requirements.
- C. The Contractor shall advise the City whenever the work is expected to be hazardous to City employees, the public and/or operations.
- Warranty: The Contractor shall furnish the City prior to final payment an approved written comprehensive guarantee covering all workmanship, installation, equipment and materials for a period on one year from the date of final acceptance of work. This guarantee shall include all labor, materials and equipment for replacement and /or repair without any additional cost to the City, plus the equipment manufacturer's equipment warranty complete with model and serial numbers.

DIVISION II - TECHNICIAN REQUIREMENTS:

- 2.01 **Contractor to verify all existing equipment manufacturers, Serial & Model no's**
- 2.02 Installation: All equipment and materials shall be installed in strict accordance with all applicable codes, manufacturer's written specifications and installation instructions. Contractor will furnish adequate measures to protect the City property from damage. All equipment temporarily placed on site must be stored appropriately as to cause no damage to floors or property. Contractor is responsible for measuring and verifying load calculations and any transitions that need to be made with new package units to tie into existing connections.
 - A. Piping shall be insulated where appropriate and include ID tags, labels, thermometer, gauges, isolation valves, etc.
 - B. Ensure boiler room has the appropriate amount of make-up air circulation by providing properly sized air louvers and motorized damper interlocks if required.
 - C. Cast iron piping that are to be replaced are to be replaced back with same, do not

- replace with copper.
- D. New unit must provide sufficient clearance to allow access to perform maintenance and repairs.
- E. Install new smoke detectors and or duct detectors, alarms/annunciators when required and wiring to meet code requirements.
- F. Any wiring for the unit's high voltage/low voltage must be neat and in an orderly fashion wire ties/zip ties should be used.
- G. Any Fresh air dampers that are disconnected must be reconnected to meet fresh air code requirements contractor's responsibility.
- H. Equipment must have UL Listing, if not the contractor is required to get necessary variances from Inspections and or prior approvals from Project Manager and Inspections before installation. It is incumbent on contractor awarded the job to provide this information upfront with the submittals of the proposed equipment.
- J. Contractor must do a final walk thru with staff/project manager before final acceptance of work and final payment will be made, must go over start up report with project manager.
- K. Supports for boiler unit should they have to be changed or altered in any way to support the new boiler unit, the contractor is responsible for those changes.
- L. Contractor should be aware that we are working with tight spaces and tolerances in existing mechanical room. Contractor will need to plan accordingly.
- M. Heavy Equipment rental will be the responsibility of the Contractor.
- N. Contractor shall install equipment in a manner that provides adequate space for service personnel to work and service equipment.

END OF SECTION

GENERAL INSURANCE REQUIREMENTS For City of Goldsboro Contracts

A Certificate of Insurance requirements

- 1. The Insurance Company must be located and licensed to do business in the United States.
- 2. The Insured Name on the certificate must be identical to the Legal Entity name listed on the exhibit contract.
- 3. The Additional Insured Column must indicate an endorsement is included.
- 4. Policy period must cover the dates of the contract or service period.
- 5. Minimum General Liability insurance limits:
 - a. General Service Contract
 - i. \$1,000,000.00 Any One Occurrence
 - ii. \$1,000,000.00 Any One Person or Organization
 - iii. \$2,000,000.00 Products/Completed Operations Aggregate
 - iv. \$2,000,000.00 General Aggregate (Per Project)
 - b. Construction and Repair (Real Property) Contract
 - i. \$1,000,000.00 Each Accident
 - ii. \$2,000,000.00 Each Accident (Preferred Limit)
- 6. Workers Compensation, although **not** required by the State of North Carolina if the employer has less than 3 employees, coverage is required by the City of Goldsboro with the following limits:
 - a. General Services Contract
 - i. \$500,000.00 Each Accident
 - ii. \$500,000.00 Each Employee for Injury by Disease
 - iii. \$500,000.00 Aggregate for Injury by Disease
 - b. Construction and Repair (Real Property) Contract
 - i. \$1,000,000.00 Each Accident
 - ii. \$1,000,000.00 Each Employee for Injury by Disease
 - iii. \$1,000,000.00 Aggregate for Injury by Disease
- 7. Other types of coverage may be required by the City depending on the type of labor/service being procured. Coverage requirements and limits will be determined for individual contracts during the project procurement process. (Examples: Auto, Umbrella, Professional Liability)
- 8. In the Description of Operations box, name the City of Goldsboro, its officers, employees and agents as additional insured using the quoted text provided in paragraph 10.a.
- 9. The City of Goldsboro shall be named a Certificate Holder.

City of Goldsboro

Attn: Finance Department

P.O. Drawer A

Goldsboro, NC 27533

- 10. An Additional Insured Endorsement (Form CG 2026) must be attached to the certificate.
 - a. The Additional Insured Endorsement Form CG2026 (sometimes referred to as an Indemnification Binder) must include the text "The City of Goldsboro, its officers, employees and agents are additional insured under this insurance policy as required by written contract subject to policy terms, conditions or exclusions."
- 11. The Policy Number on the endorsement page must match the policy number on the Certificate of Liability Insurance.

Schedule C:

INSTRUCTIONS FOR COMPLETING CERTIFICATE FOR NORTH CAROLINA SALES TAX FORM

The City of Goldsboro may apply for a refund of all sales and/or use taxes paid in North Carolina by the City's contractors on purchases of building materials, supplies, fixtures and equipment which become a part of or are annexed to any building or structure being erected, altered or repaired under contract with the City; and those taxes shall not be included in any bid amounts or the contract sum. Contractors shall include and must pay all other taxes imposed by governmental authorities which are applicable to the contract work. Examples of property on which sales and use tax has been paid by the contractor and for which the contractor will not be reimbursed by the City are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment repair parts and equipment rentals, blueprints, etc, or any other items which do not become a part of or are not annexed to the building or structure being erected, altered, or repaired.

Please submit with this form invoices (or copies of invoices) from vendors covering the items purchased.

Requests for sales tax reimbursements should be filed with each request for contract payment. A final sales tax reimbursement request must be filed within 60 days from the date of final payment. The contractor willfully forfeits reimbursement if submittal is not made within the allotted time.

Project or Contract Number: The name of the project, or the City Contract Number.

Date: The date the form was completed.

Trade: Your trade, e.g., electrical, plumbing, concrete contractor, etc.

Contractor: The name of your company.

Invoice Date: The date the materials were purchased.

Invoice Number: The vendor's invoice number.

Name of Vendor: The vendor's name.

Description of Materials: The type of materials purchased, e.g., concrete, nails, roofing material, etc.

Item Cost: The cost of the item(s) before any taxes are added.

State Tax: The North Carolina State tax, currently 4.75% of the item cost.

County Tax: The County tax, currently 2.0% of the item cost.

Total Invoice: The sum of the Item Cost, State Tax, and County Tax.

County Name: County where material was purchased and sales tax paid, e.g., Wayne, Lenoir, Wilson, etc.

The owner or an officer of the company must certify that the statement is correct, and the signature shall be notarized.

Page	
0	

Certificate for North Carolina Sales Tax

Trade: Contractor:	Trade: Contractor:							
Invoice Date	Invoice	Name of Vendor	Description of Materials	Item Cost	State Tax	County	Total Invoice	County
This is to cert and that the S Further, that t	ify that the abov ales Tax listed (he items listed a	we materials purchased on th (State and County) is not inc are annexed to, affixed to, o	This is to certify that the above materials purchased on the invoices listed were used in the construction of the and that the Sales Tax listed (State and County) is not included on the monthly estimate for contract payment or any other certificate for North Carolina sale Further, that the items listed are annexed to, affixed to, or in some manner have become a part of the building or structure being erected, altered or repaired	construction of t	he nt or any other	any other certificate for North Carolina sales tax.	North Carolin altered or rep	in sales tax.
	Certified t	Certified to be correct by:	Owner or Officer of Company	ompany				
Sworn to and	Sworn to and Subscribed before me this	ore me thisday of(SEAL)	20					

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

[Project Name] [Project Bid Numer]

[Vendor Name] [Street Address] [City State Zip]

City of Goldsboro (Owner) 200 North Center Street Goldsboro, NC 27530

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated or available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or possess as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further	er hereby acknowledges that the sum of	
Dollars (\$	constitutes the entire unpaid balance due the undersigned in c	onnection with
	ander said contract or otherwise and that the payment of said sum to the	
	full and will fully satisfy any and all liens, claims, and demands which the	Contractor may
have or assert against t	the Owner in connection with said contract or project.	
	Dated this day of 20	
		Witness to
Signature:	Contractor	
	By:	
	Title:	

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT:

Ratifying a Lease Agreement to use the Wayne County Law Enforcement Officer's Association Firearms Range

BACKGROUND:

The City of Goldsboro Police Department entered into an agreement with the Wayne County Law Enforcement Officer's Association, Inc. and the County of Wayne, to use of the Wayne County Law Enforcement Officer's Association, Inc. Firearms Range on January 1, 2021. The City has shared in this lease agreement since the late 1980's. The range is approximately 2.067 acres and is located at 440 Old Mt. Olive Hwy. Dudley, NC.

DISCUSSION:

The Wayne County Law Enforcement Officer's Association, Inc. Firearms Range serves a dual purpose for the sworn personnel of the Goldsboro Police Department. The lease agreement allows sworn personnel to practice firearm training on designated open range schedules as well as qualify/requalify annually as mandated by NC Department of Justice for all sworn personnel.

The lease requires both participating agencies to work harmoniously with schedule procedures, assigning designated "range officers" who are certified firearm instructors, who will assist with coordinating use of the range. Maintenance of the range will be the responsibility of the City of Goldsboro on the odd number years and the County of Wayne on the even number years.

The lease holds both participating agencies responsible for maintaining their own insurance coverage for their LE officers and agree to indemnify and hold the Wayne County Law Enforcement Officer's Association, Inc. and the property of the Association, to include the premises, free and harmless of all claims.

The City and County will pay the sum of \$3,500.00 annually from January 1, 2021 until December 31, 2026.

RECOMMENDATION:

It is recommended that Council approve the attached resolution ratifying the authorization for the Chief of Police to have executed the agreement and approving the agreement with the Wayne County Law Enforcement Officer's Association, Inc. for the use of firearms training for GPD sworn personnel.

Date: 1-19-23

Michael D. West, Chief of Police

Date: /// 3/

Timothy M. Salmon, City Manager

RESOLUTION NO. 2023– 5

RESOLUTION RATIFYING A LEASE AGREEMENT WITH WAYNE COUNTY LAW ENFORCEMENT OFFICER'S ASSOCIATION, INC.

WHEREAS, the City of Goldsboro entered into a lease agreement with Wayne County Law Enforcement Officer's Association, Inc. on January 1, 2021; and

WHEREAS, the City of Goldsboro has need to provide firearms training annually to sworn personnel of GPD as required by NC Department of Justice; and

WHEREAS, staff is requesting that council ratifying the authorization for the Chief of Police to have executed the agreement and approving the agreement with the Wayne County Law Enforcement Officer's Association, Inc. for the use of firearms training for GPD sworn personnel; and

WHEREAS, the City of Goldsboro will agree to terms of the lease upon signatures, to pay the Wayne County Law Enforcement Officer's Association, Inc. the sum of \$3,500.00 annually from January 1, 2021 until December 31, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro North Carolina, that this Resolution ratifies the actions taken by Goldsboro Police Department, the authorization of the Chief of Police to have executed the agreement and approves the agreement with the Wayne County Law Enforcement Officer's Association, Inc.

This resolution shall be in full force and effect from and after the 23rd day of January, 2023.

Attested by:

Laura Getz, City Clerk

State Of North Carolina

County of Wayne

THIS LEASE, made and entered into this <u>01</u> day of <u>January</u>, 20 <u>21</u>, by and between WAYNE COUNTY LAW ENFORCEMENT OFFICER'S ASSOCIATION, INC. hereinafter called "Association"; the Lessor, and the CITY OF GOLDSBORO, hereinfafter called "City" and the COUNTY OF WAYNE, hereinafter called "County", Lessees;

WITNESSETH:

That the Association hereby leases to the City and County, their successors and assigns, the real property of approximately 2.067 acres which was conveyed to the Association on July 24, 1968, by a deed recorded in Book 718, Page 134, Wayne County Registry, on the following terms and conditions:

- 1. TERM: This lease shall take effect on January 01, 2021, and shall continue until December 31, 2026.
- 2. OPTION TO RENEW. Provided the City and County are not in default under any of the terms, covenants, and conditions of this lease at the end of the term, the City and County shall have the first right of refusal to relet the premises on the same terms as herein offered for an additional five years. The City and County shall give written notice to the Association at least six months prior to the expiration of the original term if City and County desires to exercise their right to renew this lease.

3. CONSIDERATION.

- a. The City and County shall pay the sum of \$3,500.00 each to the Association beginning on July 01, 2021, and continuing thereafter during the lease.
- b. The Association owns the above referred to property and has a firearms range located there on.
- 4. <u>USE OF PREMISES</u>. As a part of the consideration for this lease, the Association agrees to designate an "Association Range Officer" who shall insure cooperation and communication between Association, the City and the County and law enforcement officer members. The City agrees to designate a "Range Officer" who shall be a certified firearms instructor and member of its Police Department, and the County agrees to designate a "Range Officer" who shall be a certified firearms instructor and member of if Sheriff's Department. Said Range Officers shall also coordinate the use of the range by coordinating with the Association Range Officer. All members of the Association shall have the right to use the range at any time by scheduling such use with a Range Officer, subject to the following three conditions:
- a. Regularly scheduled training of the City and County law enforcement officers and Basic Law Enforcement Recruits have priority over all other uses of the range; and
- b. Moving target equipment or combat shooting targets can only be used when a Range Officer or his designee is present to operate and/or supervise said equipment; and
- c. No type of firearms training will be allowed to be held on the last Monday of each month which is the Association's meeting night.
- **5. LIMITATIONS ON USE.** The uses and activities to be conducted on the premises by the Association, City and County shall be subject to all local, State, and Federal laws, ordinances, and regulations.
- 6. INSURANCE. The City shall be responsible for maintaining its own insurance coverage for its law enforcement officers while using the range and the County shall be responsible for maintaining its own insurance coverage for its law enforcement officers while using the range. The City and County agree to indemnify and hold the Association and the property of the Association, including the premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting

7.00

from the occupation and use of the premises by the City and County, specifically including without limitations, any claim, liability, loss, or damage arising by reason of Injury to person or property, from whatever cause, while in or on the premises or in any way connected with the premises or with the improvements or personal property in or on the premises, including any liability for injury, to the person or personal property of the Association, its agents or employees.

- 7. MAINTENANCE. The City in odd numbered years, (2021, 2023, 2025, etc) and the County in even numbered years (2022, 2024, 2026, etc.), at their own cost and expense shall keep and maintain the range premises neat, mowed, clean, and in a state of safe and good condition. Both the City and County are responsible for insuring that the range is maintained in a state of good condition after each department's usage of said property. Failure to maintain the range in a neat, clean, good and safe condition may result in an additional maintenance fee not to exceed \$300.00 after failure to provide proper maintenance not inclusive of the lease fee.
- 8. <u>SUBLEASING AND ASSIGNING</u>. The City and County shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, and any right or interest in the premises or any of the improvements without prior consent of the Association. Neither shall the City and County sublet the premises or any part thereof or allow any other persons, other than agents and employees of the City, County or State to occupy or use the premises or any part thereof without the prior written consent of the Association.
- 9. <u>DEFAULT BY ASSOCIATION OR BY CITY OR BY COUNTY</u>. All covenants and agreements contained in this lease are declared to be conditions to this lease and to the term hereby demised to the City and County. Should the City and County default in performance of any covenant, condition, or agreement contained in this lease, the Association may terminate this lease and reenter and regain possession of the premises in the manner then provided by the laws of the State of North Carolina.
- 10. <u>DISPUTES</u>. Any disputes or differences between the Association, the City and the County shall first be discussed by the President of the Association or his/her designee, the Chief of City Police Department and the Sheriff of Wayne County. If they are unable to settle such disputes or differences by mutual agreement, the matter shall be submitted for arbitration to a committee of three disinterested persons, one selected by each party hereto and the third by the two thus selected; the committee's decision shall be binding upon the Association, the City and the County.
- 11. <u>SUCCESSORS AND ASSIGNS</u>. It is understood and agreed that the obligations created hereunder shall be binding upon the Association, the City and the County, and upon their successors and assigns.

IN WITNESS THEREOF, the parties have hereunto executed this lease, the day and year first written above.

WAYNE COUNTY LAW ENFORCEMENT OFFICER'S ASSOCIATION, INC.

BY: President (SEAL)

ATTEST

Herbert A Tucker & Secretary, WCLEOA, Inc.

____(SEAL)

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL DVE INMENT BUDGET AND FISCAL CONTROL ACT

Е

(SEAL)

Chief of Police, Goldsboro Police Department

Sheriff of Wayne County

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT:

Non-Contiguous (Satellite) Annexation Petition – Chad Post; 2853 US HWY. 70 W. Located on the southwest corner of US Hwy. 70 W. and NC 581 Hwy.

BACKGROUND:

The applicant is requesting that non-contiguous property described by metes and bounds in Item 2 of the attached petition be annexed to the City of Goldsboro. Maps showing the property proposed to be annexed are attached. City council approved the change of zone request (Z-18-22) for the above property from Wayne County Community Shopping (CS) to General Business Conditional Zoning District (GBCZD) to allow the operation of a convenience store and gas station on September 6, 2022.

Area: 106,121 sq. ft. or 2.43 acres

DISCUSSION:

Pursuant to G.S. 160A-58, City Council shall fix a date for public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk. Sufficiency requires the City Clerk to make the following findings:

- The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city;
- 2. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
- 3. The area must be situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- 4. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed 10% of the area within the primary corporate limits of the annexing city.

The City Council, at their meeting on January 23, 2023 would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

RECOMMENDATION: By motion, request that the City Clerk examine the annexation petition to determine its sufficiency.

Date: //17/2023

Planning Director

Date: 1/18/23

City Manager

PETITION FOR ANNEXATION OF NONCONTIGUOUS REAL PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

Date Submitted: 12/1/11 (KKT	>
To the City Council of the City of Goldsboro, North Carolina:	-
 The undersigned, owner(s) of the noncontiguous real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Goldsboro, North Carolina. 	
The area requested to be annexed is not contiguous to the City of Goldsboro and is described by metes and bounds as follows: (Attach separate sheets if necessary.)	
DESCRIPTION AS SURVEYOR: EINE IN THE STATE OF MORTH CARDINIO, COUNTY OF WAYNE, SENIO BENEZIATELY NORTHEST OF THE METERSECTION OF 151 MT 7 AND HO HAVE SENIO BENEZIATELY PARTICULARLY SCHAFED AND DESCRIPTION OF TOLLOWS:	
EXCREMING AT A PORTÉ DE OR REAR NO. CONTINUÉE OF A BOCK, BUING IN THE CONTINUENT RAY LUCE FOR US. HER TO, SHAPE DES ROMINGEST CORRECT FA TREACT CONTINUENT RAY LUCE FOR US. HER TO, SHAPE DES ROMINGEST CORRECT FA TREACT CONTINUENT RAY LUCE FOR US. A CONTINUE FOR US.	
DACTION, FROM SAR, POINT OF DECIMINATE, AND CONTINUES WITH THE SECURIFIED BY TO: LIES FOR US HAY TO, BOURN AFBOZY EVENT A DESIGNATION OF 345,00 FEET TO A POINT (N	
DESIGNED OF 450-07 FEST PER A POINT	
Prince, Leading the Edin With the Morth Line of a trace temperature to the Med department of thinker-division by Deed Book 2070, Pages 400, North 627436 West a department of the first to a power as the equipment of a decrea	
SAND REGIOT TRACT, THE PERLAMANT OF SAND DITCH AND CONTINUEND WISH THE MORTH LINE OF	
1. ROUTH TOTTE WEST A DRIVANCE OF TOLD FIRST 3. ROUTH TOTTE WEST A DRIVANCE OF TOLD FIRST 3. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD FIRST 4. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD FIRST TO A PORTH 5. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD FIRST TO A PORTH 6. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD FIRST TO A PORTH 7. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD FIRST TO A PORTH 8. ROUTH CONTROL ROUTH ASSISTANCE OF TOLD A PORTH TOLD FIRST TOLD FIRST TOLD FOR TOLD FIRST TOLD FI	
PROVE LEWING THE MAIN THEM STOLE A STREET OF THE THREE LOT OF	
PHONES LEWING THE MAIN OTHER HITH A SHAMON OTHER AND RULE RULE OF SHATH THE SHATHING OF SHAD THE TRACE, THE TOUGHOUT THE GOULDESS. 1. NOTHING AND DESCRIPTION OF A DESCRIPTION OF THE RESERVE OF THE TOUGHOUT OF THE RESERVE OF THE RE	
1. NORTH 24220' EAST A DISTANCE OF 18.00 FREY TO A POINT; 2. THENCE MORTH 4572504-EAST A DISTANCE OF 18.5.40 FREY TO A 15' FROM PRO- FULKO AT THE EXCENDENT-MORT CORNER OF THE ADMINISTRATED PRICE TRACE;	
Thereof, with the southfirst law of said types that, house are started by the southfirst and the southfirst and the southfirst are easy a decreased of a distance of fills southfirst, herein the southfirst between the southfirst are southfirst.	
CONTRIBUTE EAST ACREEK MOVIE OR LESS.	
3. We acknowledge that any zoning vested rights acquired pursuant to G. S. 160A-385.1 or G. S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)	
Name and Signature of Charges at 11 vested rights?	
Name and Signature of Owner(s) Address Phone vested rights? [Indicate Yes or No.]	
Chad J. Post; 361 Summit Blvd. Ste 110, Birmingham, AL 35243 YES	
Million comments and the second secon	
Contact Person: Chad J. Post Phone No. 205-263-4591	
ALL INFORMATION MUST BE LEGIBLE AND CORRECT. IF THE PETITION IS NOT CURRENTLY THE LEGAL OWNER OF THE PROPERTY, THE LEGAL OWNER MUST SIGN THE PETITION.	

PLEASE SUBMIT ORIGINAL PETITION TO THE OFFICE OF THE CITY CLERK



Item	K	
------	---	--

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT:

Contiguous Annexation Petition – JD Gupta. Located on the south side of W. New Hope Rd. between Somervale Ln. and Twin Oaks Pl.

BACKGROUND:

The applicant is requesting that contiguous property described by metes and bounds in Item 2 of the attached petition be annexed into the City of Goldsboro.

Maps showing the property proposed to be annexed are attached. City Council approved the change of zone request for the above subject properties on June 6, 2022 from Residential (R16) to Residential (R12CZ) limiting the property to a 62-lot residential cluster subdivision.

DISCUSSION:

Pursuant to G.S. 160A-31, City Council shall fix a date for public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk.

The City Council, at their meeting on January 23, 2023, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

RECOMMENDATION: By motion, request that the City Clerk examine the annexation petition to determine its sufficiency.

Date: 1/18/23

Planning Director

Date: __//

City Manager

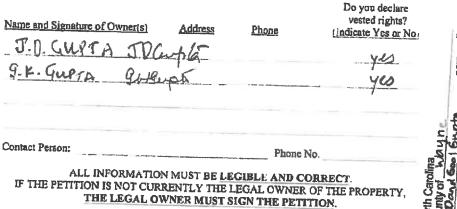
PETITION FOR ANNEXATION OF CONTIGUOUS REAL PROPERTY TO THE CITY OF GOLDSBORO, NORTH CAROLINA

Date Submitted: 10 · 11. 22-

To the City Council of the City of Goldsboro, North Carolina:

- The undersigned, owner(s) of the contiguous real property respectfully request that the area described in Paragraph 2 below be annexed to the City of Goldsboro, North Carolina.
- 2. The area requested to be annexed is contiguous to the City of Goldsboro and is described by metes and bounds as follows: (Attach separate sheets if necessary.)

3. We acknowledge that any zoning vested rights acquired pursuant to G. S. 160A-385.1 or G. S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)



PLEASE SUBMIT ORIGINAL PETITION TO THE OFFICE OF THE CITY CLERK



County of Library no Desconally appeared before me this Caloby day of Caloby 20 22 and acknowledged the execution of the foregoing instrument.

My Commission Expires Fabracall, 2022

906 N. Queen St., Ste. A Kinston, NC 28501 Phone 252-522-2500 Fax 252-522-4747

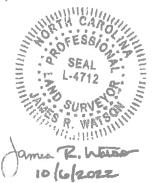
Legal Description for Wayne County PIN 3600971450

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING MAG HAVING NC GRID / NAD 83(2011) COORDINATES N = 607,808.6866', E = 2,309,301.6954'; SAID EXISTING MAG NAIL BEING LOCATED IN THE PAVEMENT OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY) AND BEING THE POINT OF BEGINNING.

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, S 03° 55' 32" W - 21.58 FEET TO AN EXISTING IRON STAKE ON THE SOUTHERN RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY); THENCE, CONTINUING S 03° 55' 32" W - 322.95 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, CONTINUING S 03° 55' 32" W - 5.19 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING S 03° 55' 32" W - 4.73 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 73° 35' 40" W - 21.03 FEET TO AN EXISTING IRON STAKE; THENCE, N 73° 35' 40" W - 9.33 FEET TO A POINT; THENCE, N 60° 37' 13" W - 219.32 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N 03° 55' 04" E - 4.30 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 03° 55' 04" E - 49.93 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 03° 55' 04" E - 763.47 FEET TO AN EXISTING IRON PIPE ON THE SOUTHERN RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY; THENCE, CONTINUING N 03° 55' 04" E - 15.91 FEET TO A POINT; THENCE, N 84° 26' 55" E - 184.99 FEET TO AN EXISTING IRON PIPE; THENCE, S 89° 54' 55" E - 45.43 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 4.736 ACRES MORE OR LESS INCLUDING THE RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY) AND 4.633 ACRES MORE OR LESS EXCLUDING THE RIGHT-OF-WAY OF NEW HOPE ROAD (NCSR 1003, 60' PUBLIC RIGHT-OF-WAY).



906 N. Queen St., Ste. A Kinston, NC 28501 Phone 252-522-2500 Fax 252-522-4747

Legal Description for Wayne County PIN 3600974104

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, S 10° 16' 01" W - 76.14 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING S 10° 16' 01" W - 247.76 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING S 10° 16' 01" W - 7.23 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 73° 26' 55" W - 278.63 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N 03° 55' 32" E - 4.73 FEET TO AN EXISTING IRON PIPE; THENCE, CONTINUING N 03° 55' 32" E - 613.48 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 03° 55' 32" E - 5.19 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 82° 59' 06" E - 69.20 FEET TO A POINT; THENCE, N 83° 54' 56" E - 53.82 FEET TO A POINT; THENCE, N 87° 06' 09" E - 34.97 FEET TO A POINT; THENCE, S 77° 30' 17" E - 19.14 FEET TO A POINT; THENCE, S 63° 23' 44" E - 46.22 FEET TO A POINT; THENCE, S 52° 03' 59" E - 32.88 FEET TO A POINT; THENCE, S 41° 44' 01" E - 128.74 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, S 10" 16' 01" W - 10.00 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S 10° 16' 01" W - 244.37 FEET TO THE POINT AND PLACE OF BEGINNING:

CONTAINING 4.619 ACRES MORE OR LESS.

SEAL F. L-4712 & SURVE OF THE PARTY OF THE P

906 N. Queen St., Ste. A Kinston, NC 28501 Phone 252-522-2500 Fax 252-522-4747

Legal Description for a portion of Wayne County PIN 3600969806

LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N 34" 09' 26" E - 214.80 FEET TO A NEW IRON STAKE; THENCE, CONTINUING N 34° 09' 26" E - 10.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, S 55° 48' 06" E - 41.11 FEET TO A POINT; THENCE, S 62° 31' 46" E - 52.17 FEET TO A POINT; THENCE, S 66" 46' 18" E - 74.81 FEET TO A POINT; THENCE, S 63" 24' 34" E - 54.51 FEET TO A POINT; THENCE, S 50° 41' 47" E - 50.94 FEET TO A POINT; THENCE, S 53° 54' 39" E -31.96 FEET TO A POINT; THENCE, S 57° 53' 36" E - 46.38 FEET TO A POINT; THENCE, S 47" 33' 00" E -38.18 FEET TO A POINT; THENCE, S 65° 40' 38" E - 40.13 FEET TO A POINT; THENCE, S 63° 55' 30" E -49.18 FEET TO A POINT; THENCE, S 60° 00' 02" E - 36.87 FEET TO A POINT; THENCE, S 33° 46' 18" E -21.23 FEET TO A POINT; THENCE, S 88° 45' 12" E - 56.69 FEET TO A POINT; THENCE, S 80° 05' 50" E -12.74 FEET TO A POINT; THENCE, 5 66° 01' 49" E - 17.83 FEET TO A POINT; THENCE, 5 32° 17' 39" E - 8.14 FEET TO A POINT; THENCE, \$ 83° 40' 20" E - 25.24 FEET TO A POINT; THENCE, N 71° 04' 15" E - 16.27 FEET TO A POINT; THENCE, N 08° 10' 28" E - 8.56 FEET TO A POINT; THENCE, N 27" 54' 05" W - 10.55 FEET TO A POINT; THENCE, N 59° 10' 05" E - 18.01 FEET TO A POINT; THENCE, S 89° 55' 06" E - 6.73 FEET TO A POINT; THENCE, S 36° 32' 24" E - 27.60 FEET TO A POINT; THENCE, N 89° 51' 21" E - 68.97 FEET TO A POINT; THENCE, N 63" 12' 06" E - 31.67 FEET TO A POINT; THENCE, S 79" 33' 12" E - 11.28 FEET TO A POINT; THENCE, S 48° 21' 16" E - 14.32 FEET TO A POINT; THENCE, N 89° 45' 42" E - 24.41 FEET TO A POINT; THENCE, N 47° 16' 42" E - 33.37 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH. S 16° 58' 14" W - 10.83 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING S 16° 58' 14" W - 499.22 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, N 76° 53' 34" W - 735.96 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 76° 53' 34" W - 11.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, N 45" 33' 40" W - 80.31 FEET TO A POINT; THENCE, N 73° 29' 53" W - 41.40 FEET TO A POINT; THENCE, LEAVING THE CENTER OF SAID DITCH, N 10° 16' 01" E - 7.23 FEET TO AN EXISTING CONCRETE MONUMENT; THENCE, CONTINUING N 10° 16' 01" E - 247.76 FEET TO AN EXISTING IRON STAKE; THENCE, CONTINUING N 10° 16' 01" E A DISTANCE OF 76.14 FEET TO THE POINT AND PLACE OF BEGINNING:

CONTAINING 9.755 ACRES MORE OR LESS.



906 N. Queen St., Ste. A Kinston, NC 28501 Phone 252-522-2500 Fax 252-522-4747

Legal Description for a portion of Wayne County PIN 3600969806

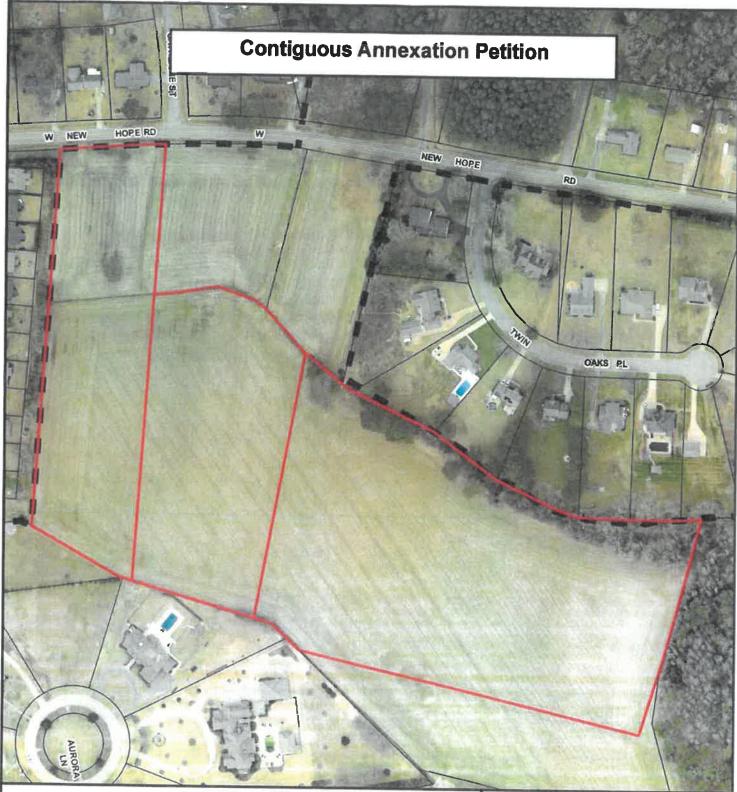
LYING IN STONEY CREEK TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON STAKE, SAID EXISTING IRON STAKE HAVING NAD 83/2011 NORTH CAROLINA GRID COORDINATES, N = 607,089.5546 FEET, E = 2,309,561.4903 FEET;

THENCE, FROM THE POINT OF BEGINNING SO LOCATED, N 10°16'01" E - 244.37 FEET TO A NEW IRON STAKE; THENCE, CONTINUING N 10°16'01" E - 10.00 FEET TO A POINT IN THE CENTER OF A DITCH; THENCE, ALONG THE CENTER OF SAID DITCH, S 51°31'39" E - 103.31 FEET TO A POINT IN THE CENTER OF SAID DITCH; THENCE, LEAVING SAID DITCH, S 34°09'26" W - 10.00 FEET TO A NEW IRON STAKE; THENCE, CONTINUING S 34°09'26 W - 214.80 FEET TO THE POINT AND PLACE OF BEGINNING;

CONTAINING 0.266 ACRES MORE OR LESS.

SEAL SURVE OF WATER TO GO TO GO PORTO



ANNEXATION

REQUEST: CONTIGUOUS ANNEXATION

APPLICANT: JD Gupta

LOCATION: South side of W. New Hope Rd. between Somervale Ln.

and Twin Oaks Pl.

0 100 200 400 Feet





The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that the primary information contained herein. The City of Goldsboro and the companies contracted to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

CITY OF GOLDSBORO AGENDA MEMORANDUM JANUARY 23, 2023 COUNCIL MEETING

SUBJECT:

Advisory Board and Commission Appointments

BACKGROUND:

There are currently several vacancies on Advisory Boards and

Commissions. Citizen involvement is vital to the performance of City government. It is necessary that additional appointments be made to fill

these vacancies.

DISCUSSION:

Recommendations for appointments were requested from the respective Boards and Commissions. Applications were also solicited from the

public at large.

The City Council met during the Work Session on January 9, 2023, to review vacancies and applications received to fill the current vacancies. With these appointments, two alternate positions on the Historic District Commission

remain.

RECOMMENDATION:

It is recommended that Council adopt the attached Resolution appointing

members to various Advisory Boards and Commissions in the City of

Goldsboro.

Date: 1-17-23

Laura Getz, City Clerk

Data

Timothy Salmon, City Manager

RESOLUTION NO. 2023- 6

RESOLUTION APPOINTING MEMBERS TO ADVISORY BOARDS AND COMMISSIONS

WHEREAS, continued involvement of citizens is vital to the performance of City government; and

WHEREAS, the terms of several members on the City's Advisory Boards and Commissions have expired or been vacated due to members moving or resigning; and

WHEREAS, the following distinguished citizens have expressed a desire to serve upon the indicated Board or Commission.

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

1. The following individuals be and are hereby appointed to the specified Boards and Commissions. The terms of the appointees shall expire on the dates indicated:

GWTA Board of Directors

First Term Appointee
Octavius Murphy

Term Expires 12-31-2023

Historic District Commission

Filling an Unexpired Term

Thomas Lockamy (From ALT to Full) Term Expires 12-31-2023

Parks and Recreation Advisory Commission

First Term Appointees

Margaret Delbridge Term Expires 12-31-2025

Filling an Unexpired Term

Iris P. Robinson Term Expires 12-31-2023

2. This Resolution shall be in full force and effect from and after this 23rd day of January, 2023.

Attested by:

Laura Getz, City Clerk



North Carolina

200 North Center Street, 27530 **P** 919.580.4362

City of Goldsboro Departmental Monthly Reports December 2022

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



COMMUNITY RELATIONS DEPARTMENT

December 2022

Prepared by: Felecia Williams, Community Development & Relations Director

Date Prepared: January 13, 2023

- Goldsboro Youth Council (GYC) met for a regular monthly meeting on December 7th at the W.A. Foster Center.
- The Commission on Community Relations and Development (CCRD) met for a regular monthly meeting on December 13th. CCRD Executive Board met on November 30th. Member of the CCRD participated in the annual Christmas parade on December 3rd.
- The Mayor's Committee for Persons with Disabilities (MCPD) met for a regular monthly meeting on December 15th.
- Community Relations Activities:
 - 1. Staff attended JCPC regular monthly meeting on December 9th.
 - 2. Staff attended the CALM Executive Board meeting on December 13th.
 - 3. Staff attended City's Employee Appreciation event on December 15th.
 - 4. Staff attended a requested meeting with WCPL Director on December 19th to discuss GYC collaboration.
 - 5. Staff coordinated an Angel Tree gift pick up on December 21st.
 - 6. Department meetings & trainings were held on December 1st, 14th, 19th, and 20th.
- Community Development Activities:
 - 1. Staff met for HOME-ARP discussions on December 1st, 2nd, and 13th.
 - 2. Staff attended HUD's HOME-ARP Allocation Plan webinar on December 13th.
 - 3. Staff engaged in 7 phone/virtual consults with HUD Representative for the month of December.
 - 4. Staff engaged in 1 phone consult with NCHFA Case Manager for the month of December.

• The Department received one (1) housing complaint and twenty (20) requests for assistance for the month of December. *Please refer to Community Relations Addendum for a detailed summary.

2022 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG
Housing Complaints	3	0	0	0	3	1	1	0	1	0	0	1	3
Consumer/Other	24	36	25	141	69	43	27	32	27	19	20	20	40
Requests													

2021 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	AVG
Housing Complaints	0	4	2	0	4	5	1	8	9	2	2	0	3
Consumer & Other	2	8	21	10	12	9	12	10	16	10	30	13	13
Requests													



COMMUNITY RELATIONS DEPARTMENT Addendum

December 2022

Prepared by: Felecia Williams, Community Relations & Development Director

Date Prepared: January 13, 2023

Complaints/Grievances

Nature of Complaint	Resolution
Housing: No heat	Referred to Grand at
	Day Point Manager
	(Chad Calloway)

Assistance with Resources

Resource Requested	Number of Requests	Resolution
Home Repair	8	Informed City's CDBG Rehab. Program will begin soon & made
		referrals to Habitat for Humanity & Wages
First-Time Homebuyer	3	Provided program information and/or update on submitted
		application
City to enforce delivery	1	Notified that the City could not enforce the gas company to deliver gas
of gas to residence		sooner
Rental assistance	1	Provided community resources list
Donation to food banks	1	Provided local food bank listing
Housing	4	Provided community resources list/Referred to 4Day
		Movement/Referred to HACG
Concern of tree falling	1	Referred to Planning Department
onto property owner's		
vacant lot		
Crutches Needed for	1	Consulted with MCPD/Pair of crutches received and delivered
homeless citizen		
Total Requests:	20	

Date Prepared: January 17, 2023



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

- Met with (or conversed by email/phone) 6 potential new property acquisition projects/persons and/or business interest regarding downtown.
- Working with the ACM to facilitate administrative needs of the GWTA Roof Addition
- South Center Street Development discussions with ACM and potential consultant.
- Union Station discussions regarding stabilization, fair market value and potential reuse.
- Board work planning for 2023. Proposed work plan to be approved in January 2023.
- Neighborhood Revitalization Task Force discussions to identify potential actions/steps to address blight.
- Merchant/Property Information Mgmt Integrating to new website. In testing phase. Planned roll out in Jan.

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

- On-site visit with Mike Ogburn to start the appraisal process of Goldsboro Union Station. Results due in January.
- Continued work with Randall Gross, a consultant for downtown residential development needs, specifically in the 300 and 400 blocks of S. Center St.
- Staff is working with IT to determine placement of security cameras in public parking lots to improve visibility and address safety concerns.
- Planning for public parking forum, scheduled for January 26th at Wayne County Museum. Facilitated by Dwight Bassett
- Erin is participating in the 2022-2023 Leadership Wayne Program. Attended an Education work day on December 15.
- Completed insurance claim for 2021-2022 public art piece that was damaged on S. Center St.
- Transformation Grant discussion with potential grant writer. Funding would assist with stabilization of Goldsboro Union Station
- HUB Events: Luminaries for Love on December 18th hosted by Wayne Co. Chapter Firefighters Burned Children Fund
- Extended offer to lead candidate for Business & Property Development Specialist. Start date Jan. 11.

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

- DGDC Merchant Meeting on December 6, Design, Economic Vitality and Promotions Committees met on December 13, Executive Committee on December 14 and DGDC Board of Directors of December 14.
- Annual Chamber Christmas Parade on December 3
- Downtown Holiday Trolley Rides Dec. 6, 13 and 20
- Downtown Holiday Shopping Passport concluded December 15

Upcoming Events/Activities:

- Erin is participating in Leadership Wayne, October 2022 through May 2023.
- Grant solicitations for Arts Council Grassroots Fund, Duke Energy & Wells Fargo. Exploring Additional Grants

Businesses Opening/Properties Purchased & Other Updates:

- New Business opened Cry Freedom Missions Shoppe & Cafe. 120 E Mulberry St coming soon.
- Arts Council Relocation is Underway working to identify a new location.
- Downtown Goldsboro's Facebook page followers/likes: 14,876, 23,815 check-ins



ENGINEERING DEPARTMENT

December 2022

Prepared by: Bobby Croom, P. E. Date Prepared: 01-17-2023

Stoney Creek Greenway

- The greenway extends from Royall Avenue to Quail Park along Stoney Creek, approximately 1,600 linear feet:
- This project is 85% complete.

Phase IV Sewer Collection Rehabilitation

- Final payment to the contractor was made on August 19, 2022;
- Staff is working with DWI to close out this project.

2017 Wastewater System Improvements - FB2020-002

- The project consists of sewer rehabilitation along North Carolina Street from Holly Street to Ash Street, sewer rehabilitation along the Big Ditch Outfall from George Street south to Crump Street; and sewer rehabilitation of a 200-foot segment from the Little River Outfall into old Cherry Hospital Campus;
- Staff submitted final pay application to the Finance Department.

Ash Street/Alabama Avenue Sidewalk

• This project consists of installing sidewalk from the right-of-way of NC Railroad along Ash Street to Alabama Avenue then down Alabama Avenue to Oak Street.

Little/Big Cherry Pump Station Relocation and Improvement

- WithersRavenel engineering agreement provides services for project management, engineering report and environmental information documentation for Little/Big Cherry Pump Station;
- PER/EID Report submitted to DWI for review and approval;
- Project is a candidate to be included in the Mount Olive Pickle (MOP) Plant Expansion Project and staff is working with MOP, WithersRavenel, and TA Loving through the design process.

Stormwater Control Measure (SCMs) Inspections

- Approximately 308 SCMs have been approved and 258 SCMs have been constructed to date;
- Stormwater Control Measure Inspections have been completed for 2022.

Phase III Wastewater System Improvements

- Staff is completing final design in-house:
- Staff submitted a new application during the Fall funding round and is awaiting a decision.

Water System Asset Inventory and Assessment

• WithersRavenel project work is nearing completion.

Wastewater System Asset Inventory and Assessment

• WithersRavenel project work is nearing completion.

Wayne County Utility Merger/Regionalization Feasibility

• CDM Smith edited and submitted final scope of engineering services to DWI.

Stormwater Inventory Project

- Pilot area work has begun;
- Staff continues to work with CDM Smith on project data and details.

2" Galvanized Water Line Project

- NCDWI awarded the City a grant for the project in the amount of \$5,999,395;
- Offer and acceptance documentation was submitted by staff in September 2022.

Water Treatment Plant Assessment

• Final report is complete.



FINANCE

DECEMBER 2022

Prepared By: Andrea Lovelace Date Prepared: January 18, 2023

G#L	.DS	B	参	R	*
BE MORE	DO MO	ORE	SEY	′MO	UR
			Nort	h Carc	olina

	FY 21-22		FY 22-23	
	Actual to Date		Actual to Date	YTD %
Revenues	November-21	Adjusted Budget	November-22	Collected
General Fund	\$ 16,260,678	\$ 46,526,373	\$ 16,023,725	34.44%
Utility Fund	8,612,548	24,228,129	9,937,027	41.01%
Downtown District Fund	35,751	117,019	35,707	30.51%
Occupancy Tax Fund	473,531	1,191,450	505,752	42.45%
Stormwater Fund	910,638	1,981,528	1,022,798	51.62%
Total	\$ 26,293,145	\$ 74,044,499	\$ 27,525,009	37.17%
Expenditures				
General Fund	\$ 16,528,061	\$ 46,526,373	\$ 19,437,419	41.78%
Utility Fund	5,248,736	24,228,129	6,265,665	25.86%
Downtown District Fund	46,563	117,019	34,452	29.44%
Occupancy Tax Fund	275,749	1,191,450	178,396	14.97%
Stormwater Fund	601,739	1,981,528	928,423	46.85%
Total	\$ 22,700,849	\$ 74,044,499	\$ 26,844,355	36.25%

MAJOR CATEGORIES							
	FY 21-22	FY 21-22 FY 22-23					
Revenues	Actual to Date		Actual to Date	YTD %			
	November-21	Adjusted Budget	November-22	Collected			
Property/Occupancy Taxes	\$ 8,628,609	\$ 19,271,704	\$ 8,463,004	43.91%			
Charges for Services	10,566,342	30,030,307	11,403,013	37.97%			
Revenue Other Agencies	2,961,735	16,372,366	3,258,283	19.90%			
Other Revenues	2,532,538	3,248,319	1,974,921	60.80%			
Fund Balance	-	1,792,806	-	0.00%			
Shared Services	1,603,920	3,328,996	2,425,787	72.87%			
Total	\$ 26,293,145	\$ 74,044,499	\$ 27,525,009	37.17%			
				_			
Expenditures							
Labor	\$ 11,541,148	\$ 29,745,929	\$ 13,442,943	45.19%			
Non-Labor	11,159,701	44,298,570	13,401,413	30.25%			
Total	\$ 22,700,849	\$ 74,044,499	\$ 26,844,355	36.25%			

SELECTED OTHER INFORMATION							
	F	Y 21-22		Actual		Total	
Collections		Actual	Nov	vember-22	Colle	cted F-YTD	
Debt Setoff	\$	27,778	\$	536	\$	9,514	
Surplus	\$	154,548	\$	-	\$	3,876	



Report of Budget Funds Transfers - July, 2022 through June, 2023

Budget Transfers

As per the Adopted Annual Budget Ordinance the Budget Officer or his/her designee shall be authorized to reallocate departmental appropriations among the various objects of expenditures.

The Budget Officer or his/her designee shall be authorized to effect interdepartmental transfers in the same fund not to exceed ten percent (10%) of the appropriated monies for the department whose allocation is reduced. A report of all such transfers shall be made to the City Council in the month following such transfer.

Department	Department Head	Account Name	Trans	sfers In	Transfers Out	
Human Resources	Bernadette Dove	Employee Christmas Party	\$	25	\$	-
Human Resources	Bernadette Dove	Health Maintenance Program	\$	-	\$	(25)
		Transfers - Dec 2022 - Human Resources	\$	25	\$	(25)
Downtown Development	Erin Fonseca	Salaries & Wages Regular	\$	-	\$	(2,640)
Downtown Development	Erin Fonseca	Consultant Fees	\$ \$	2,640	\$	-
		Transfers - Dec 2022 - Downtown Development	\$	2,640	\$	(2,640)
IT	Scott Williams	Salaries & Wages Regular	\$	<u>-</u>	\$	-
		Transfers - Dec 2022 - IT	\$		\$	-
PW Solid Waste	Rick Fletcher	Medical Exams	\$	350	\$	-
PW Solid Waste	Rick Fletcher	Travel	\$	-	\$	(1,000)
PW Solid Waste	Rick Fletcher	Machine/Equipment Maintenance	\$	-	\$	(3,000)
PW Solid Waste	Rick Fletcher	Contract Services	\$	-	\$	(1,129)
PW Solid Waste	Rick Fletcher	Leaf Vacuum Loader	\$	-	\$	(2,010)
PW Solid Waste	Rick Fletcher	Salaries & Wages Bonus	\$	313	\$	-
PW Solid Waste	Rick Fletcher	Garbage Packer	\$	25,000	\$	-
PW Solid Waste	Rick Fletcher	Trash Container Purchases	\$	-	\$	(2,130)
PW Solid Waste	Rick Fletcher	Trash Truck	\$	-	\$	(22,412)
PW Solid Waste	Rick Fletcher	Refuse Transfer Trailer	\$	6,018	\$	-
		Transfers - Dec 2022 - PW Solid Waste	\$	31,681	\$	(31,681)
Parks & Recreation	Felicia Brown	Operational Supplies	\$	-	\$	(3,000)
Parks & Recreation	Felicia Brown	Fees & Dues	\$	3,000	\$	-
Parks & Recreation	Felicia Brown	Protective Clothing	\$	400	\$	-
Parks & Recreation	Felicia Brown	Shoes-Steel Toe	\$	-	\$	(400)
		Transfers - Dec 2022 - Parks & Recreation	\$	3,400	\$	(3,400)
Water Treatment	Bert Sherman	Medical Exams	\$	120	\$	_
Water Treatment	Bert Sherman	Machine/Equipment Maintenance	\$	-	\$	(120)
		Transfers - Dec 2022 - Water Treatment	\$	120	\$	(120)
Water Reclamation	Bert Sherman	Medical Exams	\$	180	\$	_
Water Reclamation	Bert Sherman	Machine/Equipment Maintenance	\$	-	\$	(180)
		Transfers - Dec 2022 - Water Reclamation	\$	180	\$	(180)
		Transfers - ALL FUNDS - Nov 2022	\$	76,092	\$	(76,092)
		Transfers - ALL FUNDS - Jul 2022-Nov 2022	\$	300,888	\$	(300,888)



Prepared Date: Prepared By: Reviewed Date: Reviewed By: 1/4/23 12:00 AM
Terrie Webber
1/18/23 11:05 PM
Catherine F. Gwynn

Catheine of Gum

Monthly Cash & Investment Report December 31, 2022

Financial Institution	Current Month 12/31/2022	<u>Prior Month</u> 11/30/2022	<u>Prior Year</u> 12/31/2021	Rate of Return
PNC - General Operating	\$ 3,438,052.13	\$ 4,558,137.75	\$ 5,431,967.13	0.00%
PNC - Money Market	\$ 6,485,487.95	\$ 7,468,694.61	\$ 7,524,649.67	2.55%
PNC - Debit Account	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	0.00%
Southern Bank - CD	\$ 4,120,428.14	\$ 4,116,089.92	\$ 11,078,359.01	1.38%
NCCMT - MM - 2010 Sewer Bond D#001	\$ 253,585.84	\$ 252,745.99	\$ 249,723.42	n/a
NCCMT - MM - American Rescue Plan 2021	\$ 8,935,329.15	\$ 8,905,736.21	\$ 4,406,962.28	n/a
NCCMT - MM - Regular	\$ 4,435,845.18	\$ 4,421,154.09	\$ 4,368,277.82	n/a
NCCMT - MM - Street Bonds 2018		\$ -	\$ 48,076.56	n/a
Truist MMA	\$ 16,085,043.26	\$ 11,057,245.98	\$ -	2.55%
Truist (BB&T) - Escrow FY21 & FY22 Rolling Stock	\$ 414,266.49	\$ 414,262.97	\$ 1,650,611.60	0.01%
Truist (BB&T) - Escrow FY23 Rolling Stock	\$ 2,380,166.06	\$ 2,380,145.85		0.01%
Webster (Sterling National Bank) - Escrow	\$ 1,870,735.96	\$ 1,870,349.42	\$ 1,886,018.86	0.24%
Totals	\$ 48,419,940.16	\$ 45,445,562.79	\$ 36,645,646.35	



Donations Received Report Fiscal Year 2022-23 Totals Quarter Ending 12/31/2022

Fund Name	Date	From	For	Amount
		FY22-23		
Police-Other Restricted Funds	8/25/2022	Walmart	Police Services	\$ 1,531.50
			Quarter 1 Ended 9/30/2022 - Total Donations	\$ 1,531.50
Police Other Restricted Funds	10/7/2022	Pat Pearce	Police Services	\$ 50.00
Police Other Restricted Funds	10/28/2022	Pat Pearce	Police Services	\$ 50.00
Police Other Restricted Funds	11/19/2023	Pat Pearce	Police Services	\$ 50.00
Police Other Restricted Funds	10/26/2022	Walmart	Police Services	\$ 1,100.00
Police Other Restricted Funds	11/2/2022	Walmart	Police Services	\$ 1,000.00
Police Other Restricted Funds	12/8/2022	Walmart	Police Services	\$ 1,500.00
Parks & Rec Special Revenue Fund	12/1/2022	NCTA	P & R Quarter 2 Ended 12/31/2022 - Total Donations	\$ 4,000.00 \$ 7,750.00
			Fiscal Year to Date - Total Donations	\$ 9,281.50

Donations FY22-23 FY22-23 11:00 PM



Grant Project Budgets Monthly Report - December 2022

Prepared: TLW 01/05/23

Red Font-Not formally accepted by Council at this time.

									_				Amount			
						٠.	and Dankins				America Deeld				!-!	
						Gr	ant Portion				Amount Rec'd		Spent to		ositive	
	- · · · · · · · · · · · · · · · · · · ·		Source	_			Budget			Current	Project to	Current	Project to	•	egative)	
Granting Agency		Grant Description	(Full)	S	Date Received	_	Amount	Budget Total		mount Rec'd	Date	Amount Spent	Date		sh Flow	Fund
HUD	CDBG	FY19-20 Entitlement	Federal	F	8/27/2019	\$,	\$ 328,479	\$		\$ 262,778	т	\$ 278,892	\$	(16,114)	C2101
HUD	HOME	FY19-20 Entitlement	Federal	F	8/27/2019	\$	214,732		\$		\$ -	т	\$ 20,000	\$	(20,000)	C2101
HUD	CDBG	FY20-21 Entitlement	Federal	F	10/7/2020	\$		\$ 351,137	\$		\$ 170,143		\$ 180,389	\$	(10,246)	C2101
HUD	HOME	FY20-21 Entitlement	Federal	F	10/7/2020	\$	237,076	. ,	\$		\$ -	Ψ	\$ -	\$	-	C2101
HUD	CDBG	FY20-21 Entitlement CV Funding (Round 2 & 3)	Federal	F	10/7/2020	\$,	\$ 427,303	\$		\$ -	\$ -		\$		C2101
HUD	CDBG	FY21-22 Entitlement	Federal	F		\$	354,122		\$		\$ 86,510	<u> </u>	\$ 87,740	\$	(1,230)	C2101
HUD	HOME	FY21-22 Entitlement	Federal	F		\$	250,738	. ,	\$		\$ -	\$ -	\$ -	\$	-	C2101
HUD	CDBG	ARP Funding (M21-MP370209)	Federal	F		\$		\$ 907,913	\$		\$ -	Ψ	\$ -	\$	-	C2101
NCHFA	NCHFA URP-19	Urgent Repair	State	S	4/18/2019	\$,	\$ 100,000	\$		\$ 96,570	\$ -	\$ 96,804	\$	(234)	C2101
NCHFA	NCHFA ESFRLP	ESFRLP Rehabilitation Loan Pool	State	S	1/24/2017	\$		\$ 150,000	\$		\$ 79,175	\$ -	\$ 88,775	\$	(9,600)	22
FEMA	FEMA	Hurricane Florence	Federal	F	6/1/2019	\$	2,340,773	\$ 4,604,077	\$	-	\$ 5,435,033	\$ -	\$ 4,179,246		,255,787	R1102
DOJ	Dept. of Justice	Federal Forfeiture	Federal	F	Ongoing	\$	188,813	\$ 200,946	\$	627	\$ 227,913	\$ -	\$ 106,537		121,376	P3101
DOJ	NC Dept of Justice/US DOJ	2017 GPD Gang Equipment Grant	State	S	1/3/2019	\$	21,366	\$ 21,366	\$	-	\$ 18,408	\$ -	\$ 18,408	\$	0	P3102
DOJ	Dept. of Justice	2019 JAG Equipment Grant	Federal	F	9/25/2019	\$	47,003	\$ 47,003	\$	-	\$ 28,120	\$ 14,315	\$ 42,435	\$	(14,315)	P3102
DOJ	Dept. of Justice	2020 JAG Equipment Grant	Federal	F	9/19/2020	\$	34,766	\$ 34,766	\$	-	\$ 13,906	\$ -	\$ 30,381	\$	(16,475)	P3102
DOJ	Dept. of Justice	FY20 CRF Equipment Grant	Federal	F	6/8/2020	\$	108,628	\$ 108,628	\$	-	\$ 87,179	\$ -	\$ 87,179	\$	(0)	P3106
FTA	Federal Transportation Admin.	FY2016 TIGER VIII Center Street & Streetscape	Federal	F	10/1/2018	\$	6,751,751	\$ 7,189,383	\$	-	\$ 7,385,809	\$ -	\$ 6,527,315	\$	858,494	R1103
FEMA	FEMA GO	FEMA GO-Source Capture Exhaust Systems FS 1, 2, 3, 5	Federal	F	7/24/2020	\$	202,083	\$ 202,083	\$	-	\$ 202,083	\$ -	\$ 202,083	\$	-	R1104
UST/Wayne Co	US Treasury-Wayne Co.	CARES Act Funding	Federal	F	9/9/2020	\$	966,688	\$ 966,688	\$	-	\$ 966,688	\$ -	\$ 966,688	\$	(0)	R1105
NC Tourism	NC Tourism Recovery Grant	CARES Act Funding - Marketing Travel & Tourism	Federal	F	10/6/2020	\$	25,750	\$ 25,750	\$	-	\$ 25,750	\$ -	\$ 25,750	\$	-	R1106
Triangle YMCA	Triangle YMCA	Remote Learning Grant Parks & Recreation	Federal	F	11/18/2020	\$	94,616	\$ 94,616	\$	-	\$ 19,681	\$ -	\$ 19,681	\$	-	R1106
UST	US Treasury	ARP Funding	Federal	F	3/11/2021	\$	8,813,514	\$ 8,813,514	\$	29,593	\$ 8,935,329	\$ -	\$ -	\$ 8	,935,329	R1107
SRF/DWI	EPA/NCDENR	CWSRF-Phase IV Sewer Rehab	Federal	F	11/26/2019	\$	8,905,676	\$ 9,083,790	\$	-	\$ 4,851,571	\$ -	\$ 8,519,172	\$ (3	,667,601)	S1102
SRF/DWI	EPA/NCDENR	CWSRF-Sewer Rehab (Big Ditch & Carolina)	Federal	F	3/24/2021	\$	1,235,100	\$ 1,259,802	\$	-	\$ 639,892	\$ -	\$ 659,235	\$	(19,343)	S1103
Debt	Debt Funded	2010 Sewer GO Bonds D#001-E	Debt	D	2010	\$	8,605,000	\$ 8,684,163	\$	-	\$ 8,695,113	\$ -	\$ 8,367,780	\$	327,333	S1104
Goldenleaf	Goldenleaf Foundation	Hurr. Matthew Recovery Stormwater Drain. & Swr. Rehab	Private	Р	10/11/2017	\$			\$	-	\$ 598,574	\$ -	\$ 596,216	\$	2,357	S1105
SRF/DWI	EPA/NCDENR	Little Cherry Big Cherry Pump Station Relocation	Federal	F	Not Accepted Yet	\$	3,058,000	\$ 30,000	\$	_	\$ 30,000	\$ -	\$ 30,000	\$	-	S1106
DWI	NC Dept of Env. Quality DWI	VUR (AIA) Project AIA-D-VUR-0004 & AIA-W-VUR-0004	State	S	1/24/2022	Ś		\$ 304,500	\$	-	\$ -	\$ -	\$ 292,625	\$	(292,625)	S1107
DWI	NC Dept of Env. Quality DWI	VUR MRF Project MRF-M-VUR-0001	State	S	1/24/2022	\$		\$ 101,500	\$	-	\$ -	\$ -	\$ -	\$	-	S1108
SRF/DWI	EPA/NCDENR	CWSRF-Waterline Repl. & Booster Pump Station Install.	Federal	F	6/6/2019	Ś	3,610,000	\$ 3,717,200	Ś	-	\$ 35.000	\$ -	\$ 265,513	\$	(230,513)	W1111
SRF/DWI	EPA/NCDENR	CWSRF-Plate Settlers Project	Federal	F	3/7/2021	-		\$ 2,114,307	Ś	-	\$ 1,484,909	\$ -	\$ 1,517,550	\$		W1112
SRF/DWI	EPA/NCDENR	CWSRF-2" Galvanized Water Line Replacement	Federal	F		+-		\$ 6,029,395	\$	_	\$ 30,000	\$ -	\$ 25,000	\$		W1113
Debt	Debt Funded	Herman Park Center	Debt	D	Not Issued yet	-		\$ 11,150,000	Ś	_	\$ -	\$ -	\$ 376,000		(376,000)	G1102
Donation	Private Donations	1919 LaFrance Fire Truck Restoration	Private	P	Ongoing	\$	80,000		\$		\$ 32,691	\$ -	\$ -	\$	32,691	G1103
Donation/Gr	Private Donations and Grants	Parks & Rec Capital Project Fund FY19-FY24	Private	P	Ongoing	\$		\$ 632,943	Ś		\$ 547,943		\$ 251,072	\$	296,871	G1104
Debt	Debt Funded	2018 Street Bonds (Debt #026-G)	Debt	D	Ongoing	-	,	\$ 5,048,522	\$		\$ 5,046,649		\$ 4,980,164	\$	66,485	G1105
Debt	Debt Funded	Police/Fire Renovation (Debt #025-G)	Debt	D	Ongoing	-		\$ 6,417,326	Ś		\$ 6,417,323		\$ 6,235,308	Ś	182,015	G1106
Donation/Gr	Private Donations and Grants	Parks & Rec Special Revenue Fund	Private	P	Ongoing	\$	30,570		\$		\$ 43,576	T	\$ 33,292	\$	10,284	G1107
Donation/Gr	Private Donations, Grants and City	Community Relations Special Revenue Fund	Private	P	Ongoing	\$	15,728	. ,	\$		\$ 15,977		\$ 14,294	\$	1,683	G1107
Donation/Gr	Private Donations, Grants and City	Police Other Restricted Special Revenue Fund	Private	P	Ongoing	\$		\$ 56,351	\$		\$ 61,723	T	\$ 17,254	\$	44,469	P3104
City Fees	Stormwater Fees	Stormwater Drainage Projects	City Fees	C	Ongoing	-	,	\$ 1,372,871	\$		\$ 1,250,213		\$ 436,588	\$	813,625	T2201
Debt	Debt Funded	Smeal Aerial Fire Truck	Debt	D	9/2022	+ -		\$ 1,372,871	\$		\$ 1,136,500		\$ 8,537	т	,127,963	F3111
שפטנ	Debt Fullded	Silical Actial File HUCK	Dent	_ U	3/2022	Ş	1,151,000	\$ 1,151,000	\$ ا	-	000,001,1 ډ	- ب	ر ۵,۵۵۶) J	,127,903	L2111
					T-1-1	_	02 700 045	ć 02 F00 451	٠,	24 722	Ć 54.050.700	d 442 512	ć 45 502 000		274.025	
					Total	>	84,/69,816	\$ 83,509,461	\$	31,720	\$ 54,958,728	\$ 143,518	\$ 45,583,903	3 9	,374,825	

INFLOWS

OUTFLOWS

Grant Source Legend: $F = Federal \hspace{0.5cm} S = State \hspace{0.5cm} D = Debt \hspace{0.5cm} P = Private \hspace{0.5cm} C = City Fees$

Notes

* DWI still reviewing 30+ Change Orders on Ph IV SRF. Will authorize reimbursements after DWI has concluded the review process.

Grants listed above represent awards that have been officially awarded by the Grantor, and officially accepted by the Grantee (City), unless noted in red font. Those items in red, the Finance Department has received some formal award letter from the Grantor but the City has not formally accepted the award. The list above does not take into account grants that may have been applied for and the City may have received tentative award. If I did not have an official award, I did not place it on this list.

FIRE DEPARTMENT December 2022

Prepared By: Ron Stempien Date Prepared: January 6, 2023



- The cause of fire incidents was determined 50% of the time. 50% of fire incidents were classified as undetermined or still under investigation.
- ☐ The average response time of first arriving unit was 4:28.
- ☐ The full response within 8 minutes occurred 97.6% of all calls.
- ☐ There were 0 Civilian injuries, 0 Civilian deaths, 0 Fire Service injuries, and 0 Fire Service deaths.
- ☐ The American Red Cross assisted 0 families due to displacement because of fire damage.
- Fire prevention and community service activities included: Car Seat Safety Checks with Safe Kids of Wayne County, Station Tours, Truck Displays, Christmas Parade, Toys for Tots, Jingle in the Park, Wreaths Across America, also Christmas Parades with Eagles Pointe and O'Berry Center. We reached 627 Adults and 945 Children with fire prevention materials.

2022	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	216	195	226	231	236	264	246	264	280	231	255	296	245	2940
Structure Fires:	5	6	8	5	4	1	3	3	1	1	5	1	4	43
EMS Calls:	79	78	80	92	83	86	99	124	103	73	79	82	88	1058
Vehicle Accidents:	22	23	22	26	32	38	27	24	33	31	30	35	29	343
Fire Alarms:	44	35	48	53	63	56	57	53	73	59	67	78	57	686
Other:	66	53	68	55	54	83	60	60	70	68	74	100	67	811
Training Hours:	2757	2806	2884	2260	1704	1715	1452	1700	1647	1835	1742	1214	1976	23716
Safety Car Seat Checks:	0	0	4	3	5	2	5	3	2	5	1	2	3	32
Inspections:	132	123	153	136	143	187	112	142	145	135	134	80	135	1622
2021	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sept.	Oct.	Nov.	Dec.	Avg.	Total
Total Incidents:	234	173	227	214	251	240	227	229	240	244	265	237	232	2781
Structure Fires:	6	4	6	4	3	3	3	5	6	2	7	6	5	55
EMS Calls:	89	68	87	83	106	106	84	104	86	86	82	88	89	1069
Vehicle Accidents:	36	30	34	35	35	40	33	33	33	40	40	33	35	422
Fire Alarms:	49	31	41	40	42	41	54	45	56	52	65	38	46	554
Other:	54	40	59	52	65	50	53	42	59	64	71	72	57	681
Training Hours:	3006	3155	3010	2730	2029	1894	1633	1833	1600	1923	1591	1075	2123	25479
Safety Car Seat Checks:	1	0	1	0	1	6	3	3	2	4	2	1	2	24
Inspections:	121	157	217	172	180	237	194	204	179	160	155	109	174	2085

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.



Human Resources

- Completed Wellness Assistance Benefit 2023 enrollment
- Completed Employee Appreciation Event and Survey
- Updated list of Safety Sensitive and CDL employees
- Assisted with Interview Committee for Public Works
- Retirement presentations for Public Works employees
- Auditing evaluation issues to finalize 2022 annual evaluations
- Finalizing of the Police Recipient Scholarship process with police and finance
- Completing Hearing Screenings
- Scheduling upcoming needed CPR classes
- Implementation of Dual Employment Policy
- Implementing Succession Plan
- Completed Investigation on employee complaint
- Revised Investigation Summary Report
- Promoting Holiday Wellness Challenge for employees
- Promoting Drink More Water Initiative
- Scanning and importing employee documentation in Laserfische files and Implementing Electronic
 Filing System
- Kickoff and Promotion of 2023 Biggest Winner Challenge
- Preparing for New Hire Orientation January 18, 2023

<u>Safety</u>

- December City Hall Fire and Defibrillator Inspections.
- December 7 Human Resources Staff Meeting
- December 9 Assisted HR staff with material pick up for employee appreciation breakfast.
- December 13 Park Maintenance Safety Inspection.
- December 16 Attended the Parks and Recreation luncheon
- Evaluated the Rider contract for the entertainment at North Carolina Freedom Festival
- December 21 Meeting with Amanda at Travel and Tourism concerning safety of the building.
- Visited City Facilities for Department of Labor posters.
- Observing solid waste employees in the field making sure they are complying to policy.
- December 30 Investigated a MVA involving a GPD Officer
- Zoom meeting with Doug McGrath concerning the NCFF
- Field Safety for private contractors
- Field Safety with crews
- Daily office duties

Occupational Health

The Occupational Health Nurse continues to provide guidance regarding CDC guidelines and COVID protocols. There were 86 clinic visits this month.

DRUG SCREENS = 14 TOTAL	
New Hire CDL: 3	Post-Accident DOT: 0
New Hire non- CDL: 2	
Promotion: 3	Post-Accident Non- DOT: 0
T + 1D C 2	D 11 2
Instant Drug Screens: 2	Promotion: 2
Random Safety Sensitive Drug Screen: 0	Random DOT Drug Screens: 2
Random Safety Sensitive Breath Alcohol Test: 0	Random DOT Breath Alcohol Test: 0

Health Training Sessions:

- December Nurse Newsletter sent out "Decreasing Stress during the Holidays"
- 15 Annual Hearing Screens completed
- Parks/Rec Main/ Lawn Annual hearing screens Dec 6th
- Fit Test (Make up test) Water Treatment Plant Dec 6th
- Building and Grounds Hearing Screens Dec 9th
- Compost Hearing Screen reviews Dec 14th
- Distribution/ Collection Hearing Screen reviews Dec 16th
- Holiday Wellness Challenge ends Dec 16th
- Flu shot administration continues
- Random Safety Sensitive Drug Screens

Other health-related information pertinent to employees include:

- 8 employees Quarantined/COVID positive
- 5 employees started FMLA
- 10 routine Blood pressure checks
- 1 Flu vaccine administered
- Assisted 1 with finding Primary Care Provider

MONTHLY STATISTICS

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Employees – FT & PPT	423	427	418	417	420	427	424	422	427	427	423	431	424
Employees – Part Time	116	111	113	117	137	143	143	144	137	125	106	100	124
Total Employees	539	536	531	534	557	570	567	566	564	552	529	531	548
Male	411	412	409	411	420	428	426	425	429	417	404	408	417
Female	128	124	122	123	137	142	141	141	135	135	125	123	131
Ethnicity – White (Not Hispanic or Latino)	321	324	321	325	332	340	339	338	334	324	316	321	328
Ethnicity – Black or African American	195	190	188	187	200	204	203	202	206	207	189	188	197

Ethnicity – Hispanic or Latino	18	17	17	17	19	19	18	18	16	16	15	16	17
Ethnicity - Asian	1	1	1	1	1	2	2	2	2	2	2	2	2
Ethnicity - Other	4	4	4	4	5	5	5	5	6	6	7	7	5
Vacancies	24	25	30	31	31	33	26	36	34	35	35	27	31
Applications	308	179	386	215	251	392	121	317	146	309	123	94	237
Applicant Notices	141	147	90	90	230	173	92	97	476	126	69	43	148
New Hires	6	4	9	9	7	9	7	7	7	4	4	6	7
Promotions	3	0	4	4	3	3	0	2	6	8	6	2	3
Resignations	6	10	9	9	3	8	8	6	7	5	3	3	6
Retirements	2	2	2	2	1	2	2	1	1	0	2	5	2
Terminations - Involuntary	2	1	0	0	0	1	0	1	1	1	1	1	1
Turnover Rate	2.4%	3.0%	2.6%	2.1%	1.0%	2.6%	2.4%	1.9%	2.1%	1.4%	1.4%	2.1%	2.1%
Vehicle Accidents	5	1	4	1	4	2	3	4	0	0	2	3	3
Workers' Comp	0	0	0	0	0	0	0	0	1	0	1	0	0
FFCRA Leave/ Covid Related	76	7	1	1	9	14	23	3	9	7	1	8	13
Telework	11	11	11	11	11	12	13	13	13	13	13	13	12

Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	AVG
Total	569	566	562	562	557	554	550	550	544	537	534	537	553
Employment													
Vacancies	12	8	26	21	18	19	21	26	23	22	27	24	20
Applications	183	119	203	245	267	299	233	150	164	204	173	131	203
Applicant Notices	214	203	167	66	71	177	94	140	106	196	17	1	132
New Hires	8	2	1	3	4	3	2	8	1	3	1	9	3
Resignations	1	2	3	3	6	6	7	8	6	8	3	4	5
Retirements	0	3	2	0	2	0	0	0	0	2	1	2	1.00
Terminations	0	0	0	0	1	0	1	0	1	0	0	0	.27
Turnover Rate	.18%	.88%	.89%	.53%	1.44%	1.08%	1.09%	1.45%	1.10	1.49	.19	.74	.94%
Vehicle Accidents	2	5	2	7	3	1	3	1	0	3	4	2	3
Workers'	0	4	2	3	5	4	3	0	0	0	0	0	2.1
Compensation													
FFCRA Leave	41	5	5	3	5	5	2	1	20	9	2	5	9
Telework	27	28	25	23	13	12	11	11	11	11	11	11	17

Note: Hiring and separation statistics (resignations, retirements, and terminations) represent full-time and permanent part-time personnel.



Information Technology

December 2022

Prepared By: Angela Price

Date Prepared: January 12, 2022

- Completed Meter Shop technology updates.
- Completed inventory for four departments.
- Installed new HP5000 Wide Page Printer for Developmental Services staff.
- Resolved DCI issue in Investigations.
- Resolved downtown wireless issue.
- Updated Cityworks server and software.
- Migrated Banner Database to a new server.
- Upgraded Council iPads.
- Moved ProShop at GMGC.
- Moved fiber connections and repaired fiber due to rodent damage.
- Completed initial assessments for HVAC at Public Safety.
- Replaced two MDTs for GFD.

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets	379	353	430	362	451	503	562	523	624	749	663	656	521	6,255
Opened														
Tickets	310	304	466	398	392	540	464	548	590	686	689	795	515	6,182
Closed														
Open	474	523	487	451	510	473	571	546	580	643	617	478	529	
Tickets														

2021	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets	562	564	634	468	473	500	530	526	374	439	348	280	475	5,698
Opened														
Tickets	447	615	612	436	528	571	490	547	384	388	306	327	471	5,651
Closed														
Open	473	422	444	476	421	350	390	369	359	410	452	405	414	
Tickets														



North Carolina

INSPECTIONS Dec 2022 Prepared By: Allen Anderson, Jr. Date Prepared 01/04/23

The valuation of all permits issued for December totaled \$5,611,605. While Covid-19 is still a major concern for our local economy, development has taken an upward trend compared to the past several years.

All permit fees collected for the month totaled \$29,361. Of the permit fees collected for the month, \$2,835 was collected in technology fees. Plan review fees collected during the month totaled \$1,155. Business Registration fees collected totaled \$1,120.

The Inspectors did a total of 512 inspections for the month. During the month of December, four (4) business inspections were completed. A total of 208 permits were issued for the month. Twenty-three (23) plan reviews were completed for December.

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg
All Permit Valu. \$ (M)	\$3.9	\$11.1	\$5.4	\$6.7	\$5.1	\$9.6	\$17.8	\$6.5	\$9.7	\$10.7	\$8.6	\$5.6	\$8.4
All Bldgs \$ (M)	\$2.1	\$9.1	\$3.9	\$5.0	\$2.4	\$7.6	\$15.4	\$3.3	\$6.5	\$9.4	\$6.4	\$2.3	\$6.1
Residential \$ (K)	\$813	\$3M	\$472	\$4.4M	\$341	\$1.3M	\$0	\$300	\$3.1M	\$1.1M	\$1.1M	\$1.1M	\$1.4M
Misc \$ (M)	\$1.8	\$2	\$1.4	\$1.7	\$2.7	\$2.0	\$2.4	\$3.2	\$3.1	\$1.3	\$2.3	\$3.3	\$2.3
Permit Fee \$ (K)	\$39	\$43	\$43	\$35	\$43	\$41	\$36	\$48	\$43	\$42	\$33	\$29	\$40
Inspections	460	551	654	614	584	730	531	661	621	587	836	512	612
Permits Issued	258	281	288	281	336	344	253	306	488	306	288	208	303
Plan Reviews	38	66	79	39	45	48	58	56	74	57	33	23	51
2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg
All Permit Valu. \$ (M)	\$7.9	\$18.2	\$6	\$4.4	\$5.9	\$6.4	\$7.5	\$4.9	\$8.4	\$7.7	\$6.5	\$4.8	\$7.4
All Bldgs \$ (M)	\$6.8	\$16.3	\$2.5	\$1.1	\$4.8	\$3.9	\$4.3	\$3.7	\$5.7	\$5.3	\$4.7	\$2.9	\$5.2
Residential \$ (K)	\$1.2M	\$900	\$1.2M	\$250	\$1.1M	\$3.1M	\$1.4M	\$1.M	\$480	\$2.5M	\$1.7M	\$428	\$1.3M
Misc \$ (M)	\$1	\$1.9	\$3.5	\$3.4	\$1.1	\$2.5	\$3.2	\$1.1	\$2.7	\$2.4	\$1.8	\$2.0	\$2.2
Permit Fee \$ (K)	\$26.6	\$32.5	\$57	\$34	\$21	\$38	\$29	\$26	\$36	\$45	\$28	\$24	\$33.1
Inspections	398	462	625	538	483	424	483	472	590	681	529	583	522
Permits Issued	215	295	359	296	254	308	324	267	311	332	262	242	289
Plan Reviews	48	94	71	68	45	51	59	50	45	45	93	26	58



PARAMOUNT December 2022

Prepared by: Adam Twiss Date Prepared 1/9/2023

-----PARAMOUNT THEATRE-----

- December capacity unrestricted; masks and distancing recommended, not required.
- December activity included 22 rental/use days, including 15 public performances.
 - o Goldsboro Ballet- Nutcracker
 - o CenterStage Theatre- A Christmas Carol
 - o Child of the Promise
 - o Carolina Sound Concert
 - o Embers Concert- Supporting Empty Stocking Fund
 - o It's A Wonderful Life- film showing
- December COVID-19 cancelled/rescheduled programming includes 0 days, 0 public perfs.
- Repairs and Maintenance:
 - Completed:
 - Replace/repair hall, office, parking area lighting
 - o In Progress:
 - HVAC:
 - Mini-split installation scheduling for January
 - Controls upgrade: quote for essential system upgrades being reviewed.
 - Wheelchair lift to be resolved with new elevator service vendor, Southern Elevator.
 - Theatre Sound and Lighting repairs and upgrades Foundation to fund.

-----FINANCIAL-----

Expenses: \$149,481: Labor: \$32,893 / Operations: \$30,676 / Artist and Renter box office Payout: \$85,912

• Total includes one-time budgeted roofing repair expense of \$22,500

Revenues: -\$99,030: Tickets: -\$92,104 / Rentals: -\$4,879 / Concession: \$2,047

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar- 23	Apr-23	May- 23	Jun-23	FY 23 Total	Average
Exp	\$47,039	\$34,677	\$52,943	\$64,232	\$38,325								\$237,216	\$47,443
Rev	-\$867	\$9,685	\$27,448	\$27,531	\$54,098								\$117,895	\$23,579
	21-Jul	21-Aug	21-Sep	21-Oct	21-Nov	21-Dec	22-Jan	22-Feb	22- Mar	22-Apr	22- May	22-Jun	FY 22 Total	Average
Exp	\$53,123	\$32,009	\$38,135	\$55,769	\$47,860	\$110,177	\$69,919	\$27,119	\$73,052	\$65,217	\$56,198	\$72,730	\$701,308	\$58,442

Parks & Recreation/Golf Course/Goldsboro Event Center December - 2022

Prepared By: Stephanie Martin/Felicia Brown

Date Prepared – 1/12/23



- This will be the last month we list programs occurring at Herman Park Center as it has officially closed.
 Those programs will take place at other locations including but not limited to TC Coley, WA Foster,
 Goldsboro Event Center
- Mature Adults (50+) took a trip to the Rudy Theatre to see "Christmas Jubilee" 17 participants
- Goldsboro Event Center (GEC) hosted seventeen (17) events during this month 2,093 guests and nine
 (9) City events 775 guests
- GEC brought in **\$8,736** in revenue during this month
- Jingle in the Park was held on Friday, December 2nd and Saturday, December 3rd in Herman Park –
 5,000 participants
- Special Populations (Adults) took a trip to Carolina Premium Outlets **24 participants**
- Registration for our winter Youth Basketball League concluded this month
- Goldsboro Golf Course finalized the relocation of its Pro Shop
- Bryan Multi-Sports Complex (MSCX) hosted an NCYSA tournament this month: NCYSA Kepner Cup –
 32 teams
- Youth Karate classes occurred on Tuesdays this month **73 participants**
- Indoor Soccer held on Sunday, December 18th **100 participants**
- Teen Christmas Jam occurred on Wednesday, December 21st **50 participants**
- Mature Adult (50+) Card Groups played Canasta and Pinochle this month 75 participants
- Gym Open Play at WA Foster Center for Adults and Youth during this month 721 participants
- Park Maintenance Staff continue to clean all park restrooms and the restrooms at the HUB daily
- Park Maintenance Staff continue to tend to the landscaping on Center Street
- As of July 2021, expenditures at all locations on the following report now reflect ALL STAFF associated with/assigned to that location Full-time staff, Part-time staff, and Seasonal staff

2022	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DEC	AVG
Herman Park Recre	ation Cent	er						<u> </u>			<u>I</u>		
Program Revenue	\$1,910	\$520	\$720	\$978	\$2,050	\$27,880	\$3,200	\$1,190	\$720	\$1,710	\$1,505	\$990	\$3,614
Rental Revenue	\$735	\$1,475	\$1,530	\$2,350	\$520	\$1,366	\$1,013	\$1,895	\$0	\$0	\$450	\$450	\$982
Facility Usage	250	189	243	188	159	1475	470	224	286	468	390	292	386
Expenditures	\$7,135	\$5,287	\$6,294	\$6,126	\$5,142	\$8,344	\$17,670	\$8,333	\$4,855	\$5,048	\$4,652	\$4,485	\$6,948
WA Foster Recreation	on Center												
Program Revenue	\$895	\$295	\$505	\$430	\$2,453	\$3,750	\$1,475	\$1,185	\$1,108	\$1,258	\$563	\$1,952	\$1,322
Rental Revenue	\$900	\$2,820	\$1,800	\$3,058	\$2,163	\$1,653	\$2,950	\$1,025	\$998	\$1,238	\$513	\$1,377	\$1,625
Facility Usage	1595	1565	1565	2051	1814	2495	2268	2814	1825	1719	1579	2325	1779
Expenditures	\$18,218	\$18,684	\$16,911	\$16,186	\$12,952	\$13,819	\$29,738	\$15,471	\$8,798	\$11,022	\$9,556	\$10,764	\$15,177
T.C. Coley Communi	ty Center												
Rental Revenue	\$518	\$450	\$518	\$518	\$880	\$948	\$525	\$698	\$855	\$585	\$585	\$585	\$639
Expenses	\$1,848	\$0	\$0	\$0	\$80	\$0	\$100	\$0	\$0	\$42	\$0	\$357	\$202
Specialized Recreat	ion												
Program Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39	\$0	\$3
Rental Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Facility Usage	95	119	152	58	360	220	203	211	222	230	160	123	179
Expenditures	\$5,865	\$5,592	\$5,921	\$5,620	\$4,039	\$4,761	\$6,253	\$2,946	\$2,064	\$10,867	\$11,985	\$6,856	\$6,064
	43,000	40,01	40,72	+ 0,0 = 0	+ 1/0 0 1	, 1). 3 2	+ 0)= 0	+=):	+ - - - - - - - - - - 	4 = 0,0 0 1	4 2 2,1 3 3	40,000	, 0,00
Senior Programs &	7	#10F	¢105	¢105	¢1.007	¢0.404	¢4.026	#2.F04	¢100	¢100	#462	#100	#1 COC
Program Revenue Rental Revenue	\$105 \$0	\$105 \$0	\$105 \$0	\$105 \$0	\$1,807 \$0	\$8,484 \$0	\$4,936 \$0	\$2,594 \$0	\$190 \$0	\$190 \$0	\$462 \$0	\$190 \$0	\$1,606 \$0
Facility Usage	232	376	375	1013	1243	3492	3287	1870	268	256	194	271	1073
Expenditures	\$1,027	\$2,257	\$1,874	\$1,722	\$2,437	\$11,092	\$37,817	\$30,044	\$13,284	\$5,555	\$3,114	\$5,234	\$9,621
Athletics Field 9 Di	ania Chalta	na Duvar	MCCV										
Athletics, Field & Pierrogram Revenue	1			¢2.210	¢10.204	¢2.700	¢2.155	¢27.200	¢27.200	¢2.000	¢7.460	¢1 262	¢10.575
Field / Shelter Rental \$	\$5,555 \$0	\$16,145 \$0	\$10,338 \$0	\$3,319 \$150	\$19,384 \$75	\$2,790 \$0	\$3,155 \$0	\$27,200 \$0	\$27,200 \$0	\$2,990 \$0	\$7,460 \$0	\$1,362 \$300	\$10,575 \$44
Facility Usage	10673	14935	23858	29346	44914	36785	11450	13125	13125	23100	23000	13425	21478
Expenditures	\$22,418	\$15,209	\$16,761	\$19,436	\$34,794	\$10,597	\$16,635	\$11,609	\$9,099	\$8,745	\$13,479	\$5,587	\$15,364
·													\
Golf Course													
Revenues	\$15,988	\$33,437	\$50,876	\$63,756	\$68,934	\$61,883	\$51,301	\$56,058	\$50,749	\$58,366	\$34,376	\$26,979	\$47,725
Expenditures	\$31,667	\$37,653	\$43,486	\$35,649	\$38,279	\$49,110	\$57,300	\$80,153	\$43,513	\$41,316	\$34,791	\$43,762	\$44,723
Rounds of Golf	433	1296	1724	2502	1936	1976	1816	1401	1291	1699	1120	541	1478
Net	-\$15,680	-\$4,216	\$7,390	\$28,107	\$30,655	\$12,773	-\$5,999	-\$24,100	\$7,236	\$17,051	-\$415	-\$16,782	\$3,002
Special Events													
Revenues / Sponsorships	\$0	\$0	\$0	\$0	\$0	\$1,975	\$0	\$0	\$300	\$370	\$0	\$0	\$220
Participation	0	0	0	1600	0	110	0	0	75	766	0	5000	629
Expenditures	\$2,013	\$110	\$110	\$285	\$0	\$1,599	\$0	\$0	\$472	\$472	\$0	\$1,861	\$577
TOTAL REVENUE	\$26,606	\$55,247	\$66,392	\$74,664	\$98,266	\$110,729	\$68,555	\$91,845	\$82,120	\$66,707	\$45,952	\$34,185	\$68,439
TOTAL EXPENSES	\$90,191	\$84,792	\$91,357	\$85,024	\$97,723	\$99,322	\$165,513	\$148,556	\$82,120	\$83,067	\$77,577	\$78,906	\$96,676
TOTAL REVENUE FO				Ψ03,024	Ψ71,123	Ψ, , , , , Δ. Δ.	Ψ103,313	Ψ170,330	ψ02,003	ψ03,007	Ψ11,311	Ψ70,700	Ψ 20,070
YEAR	A III	\$821,2	. <mark>6</mark> 8										
TOTAL EXPENSES FOR	OR THE	\$1,18 4	<mark>!,113</mark>										

**Expenditures include part-time labor cost, facility operational cost, and full-time labor cost. Not included in expenditures is loan/bond payments and electricity for the areas with the exception of our Golf Course. All of these costs are included for our Golf Course Expenditures.

				MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
\$220	\$530	\$390	\$230	\$5,860	\$1,250	\$810	\$410	\$120	\$305	\$270	\$150	\$879
\$0	\$330	\$0	\$1,110	\$270	\$750	\$1,245	\$170	\$1,550	\$1,350	\$70	\$1,035	\$657
152	193	287	187	294	405	455	172	249	358	259	252	272
\$3,487	\$1,054	\$1,538	\$405	\$384	\$1304	\$12,189	\$15,981	\$5,095	\$4,812	\$5,042	\$9,172	\$5,039
\$185	\$190	\$535	\$195	\$250	\$2,110	\$825	\$140	\$120	\$85	\$50	\$120	\$400
\$450	\$0	\$285	\$690	\$2100	\$1,200	\$538	\$1193	\$1,110	\$750	\$3,100	\$1,200	\$1,058
660	924	1304	1,378	1,475	1,478	1,793	867	1043	983	1,171	1,308	1,199
\$4,429	\$2,992	\$4,610	\$8,413	\$3,586	\$7,447	\$20,580	\$25,305	\$14,427	\$19,173	\$16,232	\$22,925	\$12,510
\$578	\$450	\$450	\$585	\$578	\$578	\$607	\$578	\$578	\$705	\$548	\$578	\$568
\$4,797	\$1416	\$0	\$1,848	\$0	\$0	\$0	\$4041	\$0	\$0	\$0	\$1,989	\$1,174
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
0	73	92	0	5	31	\$34	18	103	178	114	136	65
\$1,048	\$737	\$1,049	\$0	\$0	\$0	\$461	\$288	\$2945	\$5,523	\$5,857	\$8,599	\$2,203
\$140	\$140	\$140	\$140	\$897	\$4,707	\$7,690	\$2284	\$140	\$1,168	\$140	\$140	\$1,477
\$0	\$0	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$0	\$0	\$25
200	371	310	720	608	2,245	1,176	1,251	448	525	268	302	702
\$1,591	\$2435	\$1,048	\$1,642	\$6,203	\$13,483	\$22,041	\$17,647	\$7,327	\$762	\$854	\$1,992	\$6,419
\$1.550	\$10.200	\$14.891	\$3.760	\$7.185	\$4.880	\$9.056	\$13.708	\$1.755	\$2.860	\$21.090	\$4.110	\$7,920
								0				\$766
								11.253				18,996
												\$25,399
\$36,583	\$9,209	\$53,613	\$66,926	\$72,876	\$54,559	\$61,379	\$59,850	\$66.788	\$62,129	\$34,965	\$53,716	\$52,716
\$32,349	\$35,969	\$36,825	\$40,143	\$54,594	\$67,883	\$32,255	\$48,088	\$50,243	\$38,778	\$38,890	\$43,335	\$43,281
486	596	1,714	2,120	2,641	2,421	2,556	2,819	2,097	2,232	2,087	1752	1,960
\$4.235	-26,760	\$16,788	\$26,782	\$18,282	-13,325	\$29,124	\$11,762	\$16,545	\$23,351	-3,925	\$10,361	\$13,895
\$0	\$0	\$0	\$0	\$0	\$2,666	\$979	\$170	\$0	\$475	\$0	\$0	\$358
0	0	434	0	0	153	0	44	0	50	30	6200	576
\$0	0	\$171	\$110	\$110	\$1,980	\$1,538	\$110	\$110	\$1,630	\$110	\$370	\$520
\$40,106	\$21,249	\$71,979	\$74,086	\$91,571	\$73,260	\$84,734	\$78,503	\$72,161	\$69,902	\$60,925	\$63,449	\$66,827
\$54,567	\$54,118	\$56,712	\$80,77,	\$98,069	\$125,327	\$112,612	\$136,276	\$98,014	\$142,762	\$88,711	\$110,378	\$96,545
	\$801,924											
	\$1,550 \$1,048 \$1,550 \$4,00 \$1,048 \$1,	152 193 \$3,487 \$1,054 \$185 \$190 \$450 \$0 660 924 \$4,429 \$2,992 \$578 \$450 \$4,797 \$1416 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 200 371 \$1,591 \$2435 \$1,550 \$10,200 \$400 \$200 8,612 13,825 \$6,866 \$9.515 \$36,583 \$9,209 \$32,349 \$35,969 486 596 \$4.235 -26,760 \$0 0 \$0 0 \$0 0 \$0 0 \$0 0 \$40,106 \$21,249 \$54,567 \$54,118	152 193 287 \$3,487 \$1,054 \$1,538 \$185 \$190 \$535 \$450 \$0 \$285 660 924 1304 \$4,429 \$2,992 \$4,610 \$578 \$450 \$450 \$4,797 \$1416 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,048 \$737 \$1,049 \$140 \$140 \$140 \$0 \$0 \$0 200 371 310 \$1,591 \$2435 \$1,048 \$1,591 \$2435 \$1,048 \$1,591 \$2435 \$1,675 \$6,866 \$9.515 \$11,471 \$36,866 \$9.515 \$11,471 \$36,866 \$9.515 \$11,714 \$4,235 -26,760 \$16,788 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	152 193 287 187 \$3,487 \$1,054 \$1,538 \$405 \$185 \$190 \$535 \$195 \$450 \$0 \$285 \$690 660 924 1304 1,378 \$4,429 \$2,992 \$4,610 \$8,413 \$578 \$450 \$450 \$585 \$4,797 \$1416 \$0 \$1,848 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,048 \$737 \$1,049 \$0 \$1,048 \$737 \$1,049 \$0 \$1,048 \$737 \$1,049 \$0 \$1,048 \$737 \$1,049 \$0 \$0 \$0 \$0 \$0 \$140 \$140 \$140 \$140 \$1,591 \$2435 \$1,048 \$1,642 \$1,591 \$2435 \$1,675 \$450 \$400 \$200 \$1,675 \$450 \$6,866 \$9.515	152 193 287 187 294 \$3,487 \$1,054 \$1,538 \$405 \$384 \$185 \$190 \$535 \$195 \$250 \$450 \$0 \$285 \$690 \$2100 660 924 1304 1,378 1,475 \$4,429 \$2,992 \$4,610 \$8,413 \$3,586 \$4,797 \$1416 \$0 \$1,848 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1,048 \$737 \$1,049 \$0 \$0 \$1,048 \$737 \$1,049 \$0 \$0 \$1,048 \$737 \$1,049 \$0 \$0 \$1,048 \$140 \$140 \$140 \$897 \$0 \$0 \$0 \$0 \$0	152 193 287 187 294 405 \$3,487 \$1,054 \$1,538 \$405 \$384 \$1304 \$185 \$190 \$535 \$195 \$250 \$2,110 \$450 \$0 \$285 \$690 \$2100 \$1,200 660 924 1304 1,378 1,475 1,478 \$4,429 \$2,992 \$4,610 \$8,413 \$3,586 \$7,447 \$578 \$450 \$585 \$578 \$578 \$4,797 \$1416 \$0 \$1,848 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$1 \$140 \$140 \$897 \$4,707 \$0 \$0 \$0 \$1,504 \$140 \$140 \$897 \$4,707 \$0 \$0 \$0 \$0 \$0 \$	152 193 287 187 294 405 455 \$3,487 \$1,054 \$1,538 \$405 \$384 \$1304 \$12,189 \$185 \$190 \$535 \$195 \$250 \$2,110 \$825 \$450 \$30 \$285 \$690 \$2100 \$1,200 \$538 \$660 \$924 \$1304 \$1,378 \$1,475 \$1,478 \$1,793 \$4,429 \$2,992 \$4,610 \$8,413 \$3,586 \$7,447 \$20,580 \$578 \$450 \$450 \$585 \$578 \$578 \$607 \$4,797 \$1416 \$0 \$1,848 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$461 \$140 \$140 \$140 <td> 152</td> <td> 187</td> <td> 152</td> <td> 152</td> <td> 152</td>	152	187	152	152	152



PLANNING December 2022

Prepared By: Rachael Smith Date Prepared: January 17, 2023

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 ADA Transition Plan, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. Staff continues compliance with the NCGS Legislative 160D updates. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports.

2022

2022	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Dept.														
Staff Level														
Site Plans	0	0	3	4	0	6	2	3	1	5	3	0	27	2
Subdivison	0	0	2	2	0	4	0	1	1	0	1	0	11	1
Planning/City Council														
Rezonings	0	2	4	3	5	2	1	3	2	2	3	1	28	2
Special Use	3	1	0	1	2	1	3	3	2	2	3	0	21	2
Annexation	-	-	-	-	-	-	-	-	-	-	1	1	2	0
Historic District Commi	ssion													
Commission Review	1	1	1	0	2	0	3	1	0	1	1	2	13	1
Staff Review	1	2	1	2	1	1	2	1	0	0	2	0	13	1
Code Enforcement														
Grass Cutting # Lots	0	0	0	0	0	85	79	47	64	55	28	4	362	45
Grass Cutting Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0	\$4,565	\$2,755	\$3,675	\$2,924	\$1,435	######	\$16,138	\$2,017
Tagged Vehicles	48	25	18	13	3	7	9	6	15	18	3	12	177	15
Illegal Signs Removed	56	92	102	202	88	127	266	79	96	45	29	36	1218	102
Bags of Litter Picked Up	202	165	222	286	198	400	326	422	332	247	114	208	3122	260

<u>2021</u>

2021	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Planning Dept														
Staff Level	*Adontio	n of 160D	has allowe	d all Site Plai	ns & Suhdivi	sions to he								
Site Plans		-		ger needing			0	4	4	1	0	1	10	1
Subdivison	reviev	v. Monthy	y report up	dated to refle	ect current p	rocess.	6	3	2	0	0	2	13	1
Planning/City	Council													
Rezonings	0	0	3	0	1	3	4	0	2	0	2	2	17	1
Special Use	,	s. These w	vere not pre	nditional Us eviously repo lect current p	rted. Month	'	2	1	0	3	3	1	10	1
Historic Distri	Historic District Commission													
Commission Review	0	0	1	0	0	0	0	0	0	0	0	1	2	0
Staff Review	1	0	0	1	0	2	1	0	1	0	3	2	11	1
Code Enforcer	nent													
Grass Cutting # Lots	0	0	1	36	68	43	33	58	37	35	19	0	330	41
Grass Cutting Payments	\$0.00	\$0.00	\$175.00	\$1,420.00	\$2,430	\$2,190	\$1,740	\$3,025	\$1,965	\$1,770	\$955	\$ -	\$15,670	\$1,959
Tagged Vehicles	25	15	12	21	23	25	11	24	15	1	0	22	194	16
Illegal Signs Removed	52	77	380	36	30	174	147	155	189	222	192	88	1742	145
Bags of Litter Picked Up	210	186	231	232	204	206	253	212	261	239	244	216	2694	225



GOLDSBORO POLICE DEPARTMENT

December 2022

Prepared By: Michael D. West Date Prepared: January 5, 2023

Total Part I Crimes (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft, and Arson) for December 2022 were 147, compared to 154 for December 2021.

Property with an estimated value of \$133,431 was reported stolen, while property with an estimated value of \$18,742 was recovered.

Officers arrested 72 people and issued 250 citations during the month. There were 10 drug-related charges.

There was 0 report(s) of assault(s) on officer(s).

Revenue collected for December 2022 included:

Police Reports 416.00 **Fingerprints** 30.00 **Special Events** 50.00 Total 496.00

PART I CRIME COMPARISON & TREND														
2022	Ian	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE	,					,	, ,							
Homicide	0	1	2	0	0	2	0	0	1	0	0	1	7	0.6
Rape	1	2	1	3	1	1	1	1	2	0	3	3	19	1.6
Robbery	1	2	6	3	5	3	8	2	2	2	5	2	41	3.4
Aggravated Assault	11	12	20	31	27	20	20	19	25	16	13	13	227	18.9
Breaking & Entering	25	19	18	26	19	28	24	16	24	17	10	10	236	19.7
Larceny	92	86	95	118	94	117	106	127	103	162	102	112	1314	109.5
Motor Vehicle Theft	6	6	7	5	15	21	9	7	9	14	15	6	120	10.0
Arson	0	1	0	1	0	0	0	0	0	0	0	0	2	0.17
TOTALS	136	129	149	187	161	192	168	172	166	211	148	147	1966	163.87
2021	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE														
Homicide	1	0	0	0	1	1	0	1	1	1	0	0	6	0.5
Rape	3	0	1	2	1	0	1	0	0	2	1	1	12	1.0
Robbery	7	3	2	1	8	3	5	4	1	5	0	1	40	3.3
Aggravated Assault	10	11	10	24	12	13	15	18	16	9	18	8	164	13.6
Breaking & Entering	26	19	18	30	25	34	21	23	15	12	16	17	256	21.3
Larceny	88	70	87	83	114	90	90	116	99	96	92	119	1144	95.3
Motor Vehicle Theft	8	9	5	7	11	10	7	7	12	7	6	8	97	8.1
Arson	0	0	1	0	0	0	1	0	0	1	0	0	3	0.3
TOTALS	143	112	124	147	172	151	140	169	144	133	133	154	1722	143.4



PUBLIC UTILITIES DEPARTMENT

December

Prepared By: Robert Sherman Date Prepared: January 13, 2022

Water Treatment Plant

- The Water Treatment Plant operations are proceeding smoothly.
 - o Flood Barrier footer work has continued. Currently implementing Capital Projects for the replacements of the ATSs at the WTP and at the NRPS.
 - o WTP all Operators are Certified at this time.
 - o One vacant position.

Water Reclamation Facility

- The Water Reclamation Facility (WRF) operations have been performing well. The average daily flow for December is 6.67-MGD. The yearly average flow for the WRF is 7.62-MGD. This puts the WRF at 54% capacity.
 - o All the city's 26 pump stations are operating well. No major issues to report.
 - Working on implementation several Capital Improvements projects: Bar screen at New Hope L/S, Generator at Westbrook L/S, replacement of the underdrain system for Sand filter #2 and Upgrade of the Public Utilities Telemetry system.
 - o 3 uncertified operators will be testing in March for their certifications.
 - o Two vacant positions.

Compost Facility

- Two hundred and sixty-two cubic yards of compost and mulch were sold in December 2022.
- One vacant position.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly
MGD													Average
Water*	5.608	5.487	5.60	5.53	5.91	6.15	6.304	6.330	6.254	5.97	5.80	6.086	5.92
Sewer**	9.15	9.32	8.63	7.86	7.57	6.56	7.85	7.34	7.05	6.99	6.48	6.67	7.62
Compost	165	972	663	1,287	995	278	419	204	491	619	830	262	599

^{*}Water permit- 14.0 MGD; **Wastewater permit- 14.2 MGD

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly
MGD													Average
Water*	5.878	6.348	6.000	5.996	6.619	6.066	6.149	5.872	5.854	5.660	5.70	5.64	5.981
Sewer**	16.73	19.28	14.68	10.97	8.61	12.99	12.74	12.44	7.98	7.00	6.52	6.69	11.38
Compost	297	109	733	1406	902	529	286	133	283	76	472	127	420

^{*}Water permit- 14.0 MGD; **Wastewater permit- 14.2 MGD



Public Works Department

December 2022

Prepared by: Rick Fletcher

Date Prepared: 17 January 2023

Monthly Highlights

Buildings & Grounds: Multiple electrical, plumbing, structural, etc. repairs Citywide. Continued to perform vegetation cutbacks on ROW's and sidewalks. Completed multiple requests and tasks to assist with the golf pro shop move.

Distribution & Collections: Call duty responded to 37 after hour calls--total of 45 hours. Completed 67 work orders.

Streets & Stormwater: Storm Water: Cut Back 200 LF of Vegetation from Ditch on Parkway Dr. LF. Piped ditch @ 140 Woods Mill Rd--100 LF of 18" HDPE Pipe. Cleaned 46 catch basins, 6 Manholes & rodded 1,760 LF of Storm Drains. Streets: Graded Five Dirt Streets--Atlantic Ave, Tarboro St, Kadis St, Marshall St and Basil St. Replaced two concrete Pads @ Compost Facility - 176.6 Sq Yds

	Demonstrate and a						20	22						
	Departments	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
oži	Utility Line Maint (1000-ft)	9.1	4.7	9.0	14.8	12.9	15.3	37.1	31.0	4.5	5	11.9	6.4	13.5
on a	Lines Camera'd (1000-ft)	2.3	1.9	2.2	1.9	3.5	7.1	3.0	4.1	4.1	3.5	4	2.4	3.3
ti di	Water Repairs	33	37	25	26	19	27	25	24	14	25	26	21	25.2
Distribution & Collections	Sewer Repairs	20	19	20	14	25	17	28	11	12	6	18	6	16.3
Sist	Hydrants Replaced/Fixed	2	2	2	1	8	3	2	32	3	5	10	6	6.3
_	Meter Install/Changed	12	27	16	6	12	15	4	8	5	5	8	6	10.3
Bldg & Grounds	Radio, Electrical, Bldg	41	53	42	35	38	48	46	41	29	29	38	34	39.5
Bldg	ROW Mowing (ac)	32	15	55.5	74.2	92.8	65.6	90.6	53.3	96.8	38.5	0	0	51.2
B	City-Owned Lots Mowing (ac)	0	10	39.2	84	195.9	226.7	147.5	165.7	86.8	11	0	0	80.6
Carago	Total Work Orders	295	200	257	212	224	244	227	253	219	232	204	165	227.7
Garage	Total Fuel Cost (x1000)	\$ 49	\$ 48	\$ 57	\$ 52	\$ 117	\$ 141	\$ 112	\$ 111	\$ 98	\$ 93	\$ 89	\$ 70	86.4
Solid	Refuse (x1000 tons)	1.07	0.91	1.11	0.98	1.04	1.09	0.96	1.16	0.97	0.81	0.91	1.05	1.005
Waste	Recyclables (tons)	20	38	0	0	0	0	0	41	68	87	51	55	30.0
waste	Leaf-n-Limbs (x1000 tons)	0.6	0.5	0.5	0.5	0.5	0.9	0.5	0.4	0.5	0.6	0.6	0.8	0.561
	Cemetery Funerals	4	5	4	2	2	5	4	3	2	3	8	5	3.9
=	Utility Cut Repairs	0	36	23	16	13	9	17	16	9	15	14	0	14.0
Storm	Pot Hole Repairs	65	51	116	14	56	15	33	57	23	16	16	39	41.8
S	Streets Swept (miles)	78.2	156.1	177.2	127.8	166.28	191	133.9	209.2	152.3	138.4	69.2	63.4	138.6
Street &	Pipe&Open Ditch Maint(1000-ft)	0.14	0.00	3.00	0.00	0.20	0.31	0.13	0.02	0.44	0	0.2	0.2	0.387
tre	Ditch mowing (1000-ft)	0.00	0.40	0.00	0.00	19.28	44.50	943	31.60	17.38	20.04	3.08	0.00	12.389
<i>₹</i> 5	Storm Pipe Repairs	6	2	2	2	3	3	1	7	3	1	4	1	2.9
					20)21								
2 2	Utility Line Maint (1000-ft)	4.5	11.4	2.3	14.9	5.4	13.1	4.5	7.2	2.3	12.3	9	12.1	8.3
Distribution & Collections	Lines Camera'd (1000-ft)	8.6	6.6	3.6	2.3	3.1	2.0	1.0	2.4	15.1	1.0	1.0	1.0	4.0
t ii	Water Repairs	17	27	22	22	21	17	20	24	26	37	35	24	24.3
i i	Sewer Repairs	18	11	13	27	14	13	17	18	18	21	9	10	15.8
Sist	Hydrants Replaced/Fixed	9	4	6	8	4	3	1	2	6	2	3	6	4.5
	Meter Install/Changed	18	14	12	28	34	27	18	26	22	18	16	24	21.4
Bldg & Grounds	Radio, Electrical, Bldg	52	45	44	42	40	41	46	47	35	52	46	51	45.1
Bldg	ROW Mowing (ac)	0	0	60	127	95	86.1	98.2	98	144	77.8	43.6	16.5	70.5
<u> </u>	City-Owned Lots Mowing (ac)	0	10	41	94.6	85.4	149.6	126.5	122.9	121	56.2	0	0	67.3
Garage	Total Work Orders	294	288	286	263	243	248	310	280	198	257	224	215	258.8
Garage	Total Fuel Cost (x1000)	\$ 48	\$ 50	\$ 56	\$ 51	\$ 40	\$ 53	\$ 65	\$ 59	\$ 52	\$ 50	\$ 49	\$ 51	52.0
Solid	Refuse (x1000 tons)	0.92	0.91	1.08	1.09	0.93	1.16	1.13	1.22	0.99	0.97	0.98	1.01	1.0
Waste	Recyclables (tons)	97	82	89	94	81	97	58	38	12	7	20	58.04	61.2
Waste	Leaf-n-Limbs (x1000 tons)	0.5	0.5	0.7	0.7	0.6	0.8	0.6	0.6	0.5	0.6	0.5	1.0	0.6
	Cemetery Funerals	11	1	8	4	7	4	6	5	5	7	2	3	5.3
	Utility Cut Repairs	0	5	30	31	26	19	6	8	11	10	6	14	13.8
⊗ E	Pot Hole Repairs	83	65	39	65	18	34	57	39	23	45	30	74	47.7
Street & Storm	Streets Swept (miles) Pipe&Open Ditch Maint(1000-ft)	175 17.33	81 0.84	120.8 2.16	178 0.00	117 1.44	135 3.05	137 0.00	125 0.82	101.8 0.00	76.6 0.20	92.9 0.46	107.1 0.00	120.6 2.2
Str	Ditch mowing (1000-ft)	14.00	0.84	0.00	0.00	12.82	14.02	0.00	1.17	9.45	7.25	0.46	0.00	5.0
	Storm Pipe Repairs	1	3	2	4	5	6	9	2	2	3	3	3	3.6
	0.0						- U				J	J	J	3.0



Travel and Tourism December 2022

Prepared by: Amanda Justice, Candace Clarkson and Amber Herring

Date Prepared: 1/11/23

- Inquiries were fulfilled for the month of December by the TTO—388 e-inquiries.
- Total hotel revenue generated in November was \$2,081,887 which is up 5.5% YOY. December revenue not yet released.
- For the month of November, the average session duration increased 21.16% compared to the previous year. Site visibility increased to 16.14% this month. The keyword "best bbq in north carolina" increased in ranking by 16 positions. The keyword "breweries in goldsboro nc" increased in ranking by 3 positions and is now ranking #1. December SEO report not yet released.
- Attended and supported the COG Employee Appreciation Breakfast
- Amanda met with Robin Gurgainus to discuss Artist information for NC Freedom Fest
- Entered award submissions for NCAF&E's ShowFest
- Locked in date and location for the 135th Colored Troop Civil War Trail Marker celebration

City Occupancy Tax Collections

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2022-23	\$77,698	\$88,942	\$92,884	\$105,264	\$98,050	\$77,982							\$540,820	\$90,136
2021-22	\$77,369	\$89,826	\$83,501	\$62,587	\$81,019	\$99,449	\$62,630	\$52,059	\$71,272	\$83,367	\$84,805	\$91,505	\$939,388	\$78,282



RESOLUTION NO. 2023 - 7

RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY MELVIN DAWSON AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 20 YEARS

WHEREAS, Melvin Dawson retires on February 1, 2023 as a Traffic Signal Technician II, with more than 20 years of service, with the Engineering Department; and

WHEREAS, Melvin began his career on December 4, 2002 as a Building and Traffic Maintenance Worker with the Public Works Department; and

WHEREAS, on May 12, 2004, Melvin was promoted to Radio Signal Technician with the Public Works Department; and

WHEREAS, on April 25, 2007, Melvin was promoted to Senior Building and Traffic Maintenance with the Public Works Department; and

WHEREAS, on February 3, 2010, Melvin was transferred to Signal System Maintenance Technician with the Public Works Department; and

WHEREAS, on July 9, 2014, Melvin was transferred to the Engineering Department; and

WHEREAS, on February 23, 2022, Melvin was reclassified as Traffic Signal Technician II with the Engineering Department, where he has served until his retirement; and

WHEREAS, Melvin 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 Melvin Dawson 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 we express to Melvin Dawson our very best wishes for success, happiness, prosperity, and good health in his future endeavors.

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 23rd day of January, 2023.

Attested by:

Laura Getz, City Clerk



200 North Center Street, 27530 **P** 919.580.4362

AMERICAN HEART MONTH PROCLAMATION

WHEREAS, heart disease continues to be the leading cause of death in the United States affecting men and women from all walks of life; and

WHEREAS, the risk factors for heart disease are smoking, high blood pressure, high cholesterol, overweight/obesity, physical inactivity, diabetes, a family history of early heart disease, and age; and

WHEREAS, individuals can promote their own health and prevent disease and illness by taking steps to prevent and control the heart disease risk factors; and

WHEREAS, every year, the month of February is designated "American Heart Month" by the American Heart Association, and it is a time for Goldsboro citizens to raise their awareness about heart disease and strive to increase physical activity and make heart-healthy choices part of daily life to help reduce their risk for heart disease; and

WHEREAS, Goldsboro citizens need to take action to make heart health a priority for themselves and their families, become aware of their heart disease risk, and take action to control their risk.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim, the month of February 2023 as

AMERICAN HEART MONTH

in Goldsboro, North Carolina and call upon the people of Goldsboro to increase their awareness and understanding of heart disease and to observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, his 23rd day of January, 2023.



David Ham, Mayor



YEAR OF THE TRAIL PROCLAMATION

200 North Center Street, 27530 **P** 919.580.4362

WHEREAS, the City of Goldsboro's natural beauty is critical to its residents' quality of life, health, and economic wellbeing; and

WHEREAS, the trails that span across our community are an integral part of the recreational and transportation possibilities of our area and promote an enjoyment of scenic beauty by our residents and our visitors; and

WHEREAS, the parks, greenways, trails and natural areas in our community are welcoming to all and provide a common ground for people of all ages, abilities and backgrounds to access our rich and diverse natural, cultural, and historic resources; and

WHEREAS, the City of Goldsboro's natural assets and resources are integral to disaster recovery and resiliency to climate change for future generations; and

WHEREAS, there are more 10 miles of trails and greenways available in Goldsboro including natural trails, to our expansive paved greenways, or hiking and mountain biking trails; and

WHEREAS, trails offer quality-of-life benefits to all as expressions of local community character and pride, as outdoor workshops for science education, as tools for economic revitalization, as free resources for healthy recreation, as accessible alternative transportation, and as sites for social and cultural events; and

WHEREAS, the North Carolina General Assembly designated 2023 as the Year of the Trail in North Carolina to promote and celebrate the state's extensive network of trails that showcase our state's beauty, vibrancy and culture; and

WHEREAS, North Carolina is known as the "Great Trails State".

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim 2023 as the **YEAR OF THE TRAIL** in collaboration with the members of the Great Trails State Coalition.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 23rd day of January, 2023.

David Ham, Mayor