

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, JUNE 15, 2020**

(Please turn off, or silence, all cellphones upon entering the Large Conference Room)

NC Gov. Cooper's Executive Order 141 restricts mass gatherings due to COVID-19; therefore, public attendance of the Work Session and Council Meeting is restricted to those who are on the agenda or who would like to speak during the Public Hearing. If you are speaking at the Public Hearing, please enter the City Hall Annex front entrance and maintain social distance while waiting to enter the Large Conference Room one at a time. The meeting will be streamed live on the City's Facebook and YouTube pages at <https://www.goldsboronc.gov/mayor-of-goldsboro/city-council-minutes/>, and broadcast on the Downtown Center Street speakers.

I. WORK SESSION-5:00 P.M. – CITY HALL ANNEX, 200 N. CENTER ST., ROOM 206

ADOPTION OF THE AGENDA

OLD BUSINESS

- a. FY20-21 Budget Discussion (Finance)
- b. Connectivity Committee/Board Discussion (Councilmember Matthews)

NEW BUSINESS

II. CALL TO ORDER – 7:00 P.M. – CITY HALL ANNEX, 200 N. CENTER ST., ROOM 206

- Invocation
- Pledge of Allegiance

III. ROLL CALL

IV. APPROVAL OF MINUTES (*Motion/Second)

- A. Minutes of the Work Session and Regular Meeting of May 18, 2020

V. PRESENTATIONS

VI. PUBLIC HEARINGS (*Motion/Second)

***When a public body conducts a public hearing at a remote meeting that falls under G.S. 166A-19.24, it is required that they allow for written comments on the subject of the public hearing to be submitted up to 24 hours after the public hearing before taking action thereon.*

- B. CU-04-20 Ace Hardware and Flex Space – East side of Mollie Drive between Miles Lane and Southeast Drive (Planning)
- C. Z-3-20 Adamsville Gateway Center, LLC. – East side of S. Berkeley Boulevard between E. Elm Street and East Street (Planning)

PLANNING COMMISSION EXCUSED

- D. Public Hearing – DRAFT FY20-24 Consolidated Plan (ConPlan) and FY20-21 Annual Action Plan (AAP) (Community Relations)
- E. Public Hearing on FY2020-2021 Annual Operating Budget (Finance) (Ordinance to be available at a later date.)

VII. CONSENT AGENDA ITEMS (*Motion/Second--Roll Call)

- F. Amendment to the WNB Landlord, LLC Redevelopment Agreements (Assistant City Manager)
- G. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 119 N. James Street from John Patrick Reilly (Finance)
- H. Operating Amendment FY19-20 Budget (Finance)
- I. Establishing a Community Relations Special Revenue Fund Ordinance (G1108) (Finance)

- J. Establishing a Parks & Recreation Special Revenue Fund Ordinance (G1107) (Finance)
- K. Amend Contract for Audit Services for Fiscal Year Ending June 30, 2019 (Finance)
- L. Amending Capital Project Fund Ordinance – Police Evidence Room and Fire Department Renovation (G1106) (Finance)
- M. Amending a Special Revenue Fund Ordinance – Police Other Restricted Revenue Funds (P3104) (Finance)
- N. Departmental Monthly Reports

VIII. ITEMS REQUIRING INDIVIDUAL ACTION (*Motion/Second)

- O. CU-3-20 Jerry Futrell – East side of US 117 South between Arrington Bridge Road and South George Street (Increase in electronic gaming machines from 50 to 100 for existing Internet Café) (Planning)

IX. CITY MANAGER’S REPORT

X. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS

- P. Phillip And Sherrie Stokes Day Proclamation

XI. CLOSED SESSION

XII. RECESS – WEDNESDAY, JUNE 17, 2020 10:00 A.M. CITY HALL ANNEX, 200 N. CENTER ST., ROOM 206

MINUTES OF THE MEETING OF THE CITY COUNCIL HELD
MAY 18, 2020

WORK SESSION

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on May 18, 2020 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Bill Broadaway
Councilmember Antonio Williams
Councilmember Taj Polack
Councilmember Brandi Matthews
Councilmember David Ham
Councilmember Gene Aycock
Ron Lawrence, Attorney
Tim Salmon, City Manager
Melissa Capps, City Clerk

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

Adoption of the Agenda. Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Aycock and unanimously carried, Council adopted the agenda.

FY20-21 Budget Discussion. Ms. Catherine Gwynn, Finance Director stated we have been working very hard to try to get the FY 21 budget balanced. FY 20 was a \$63.2 million budget, right now we are trying to balance the general fund, we have all the other funds balanced except for it. Some key items about the revenues, you know the general fund is about a \$42 million budget, the biggest thing we are dealing with right now is the uncertainty with the state shared revenues. The largest being sales tax which is about \$9 million and the utility franchise tax which is about \$3 million. This accounts for about 37% of the general fund revenues. On a positive note, on the sales tax for March which we received just a few days ago it was in the same range as last year, as you know COVID-19 started around the middle of March. We are trying to budget very conservatively. With the property tax it is consistent in my findings as I am trying to estimate FY 20 and FY 21. It's about 16.9 million about 39% of the general fund. We are trying to hold the line on expenditures. We will be making cuts on travel, training, etc. especially with COVID-19 and people not being able to travel due to the spread. Our goal is to finish balancing the budget by the end of the week so we can hopefully get you a budget book by the end of next week. We're going to be cautious on spending for FY 20 and we have been cautioning departments for months now about spending frugally. When we have our staff meeting tomorrow, basically a cut off of purchasing by the end of the week but if it is items for life safety of course they can get those. We are holding on hiring of positions, and if the position becomes vacant we may freeze hiring. We are going to limit PO rollovers to preserve fund balance. We have talked about holding all capital purchases if we have any that the board allows until after the first of the year, so we can get two quarters in to see what our revenues are going to produce. What we wanted to talk to you about tonight, is some dates, we would like to publish the notice of the public hearing on May 29. I would like a day and time for budget presentation to the board and any other dates for budget work sessions. We would like to hold the public hearing on Monday, July 15 if that's okay with the board.

Council discussed and agreed to meet at 3:00 p.m. on June 1st for budget presentation and hold the public hearing on June 15th at 7:00 p.m.

Councilmember Williams asked what the balance of the general fund is. Ms. Gwynn stated the FY19 general fund balance is about \$5.2 million as of June 30, 2019. We have preliminary numbers and they will be included in your budget book.

Councilmember Polack asked if this would impede promotional processes. Mr. Salmon stated I do not expect so sir.

Pay Study Presentation. Ms. Bernadette Dove, HR Director introduced Nancy and Angele with Evergreen Solutions. Evergreen Solutions presented the following information:

Study Process

Completed Tasks:

- ✓ Conducted employee outreach.
- ✓ Assessed conditions of the current pay system.
- ✓ Reviewed the City’s compensation philosophy.
- ✓ Conducted an internal equity analysis by reviewing Job Assessment Tool (JAT) input.
- ✓ Conducted external equity analysis by surveying the market to determine competitiveness of current pay plan.
- ✓ Developed new competitive pay plan.
- ✓ Individually assigned classifications to a pay grade/range.
- ✓ Developed the most appropriate methods for implementing the revised plan/pay ranges.
- ✓ Estimated annualized salary costs for implementing the proposed plan.

Remaining Tasks:

- Prepare/provide draft report.
- Prepare/provide final report.
- Provide HR Training.
- Revise job descriptions.

Employee Outreach

Received the following feedback from employees:

- Their respective jobs are rewarding.
- Individual salaries and pay ranges should be competitive with peer organizations.
- Compression of salaries has occurred over time - between tenured employees and new hires.

Current Conditions

Reviewed type of pay plan administered:

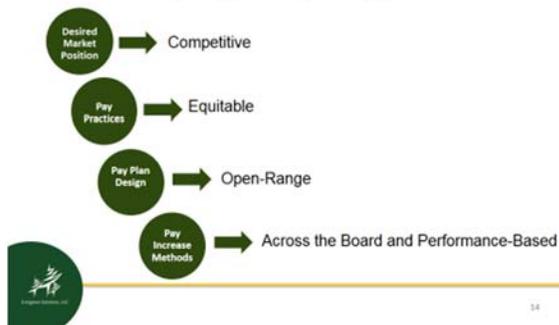
- Open-range pay structure for all employees
- 28 pay ranges, with a constant range spread of 58.0 percent

Reviewed employees’ salaries within pay ranges:

- 92% of employees’ salaries were below the midpoint

Compensation Philosophy

Reviewed the City's compensation philosophy:



Compensation Review

Conducted a salary survey; collected salary range data from 25 peers:

- 66 benchmark classifications
- Average number of matches for each classification was 12.4 (not all respondents had matches for all benchmark classifications)

Market Peer
City of Burlington, NC
City of Durham, NC
City of Fayetteville, NC
City of Greenville, NC
City of Hickory, NC
City of Jacksonville, NC
City of New Bern, NC
City of Raleigh, NC
City of Rocky Mount, NC
City of Salisbury, NC
City of Statesville, NC
City of Wilmington, NC
City of Wilson, NC
City of Winston-Salem, NC
Johnston County, NC
NC Department of Transportation
NC Office of State Personnel
Pitt County, NC
Town of Apex, NC
Town of Cary, NC
Town of Chapel Hill, NC
Town of Clayton, NC
Town of Garner, NC
Town of Holly Springs, NC
Wayne County, NC

Compensation Review (cont.)

Collected salary range data for 66 benchmark classifications (subset of all) and compared the data at the average of market:

Benchmark Classifications	Differential at the Range Minimum	Differential at the Range Midpoint	Differential at the Range Maximum
Overall Average	0.4%	0.7%	1.0%



Midpoint is typically considered "market" as employees receiving pay at this point should be proficient and satisfactorily performing the duties of their classification.

* Results do not indicate that all benchmarks (classifications) were ahead or behind.



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Proposed Pay Plan

Retained the following design features:

- Open-range
- Pay grades: 28
- Range spread: 58%
- Current pay ranges

Individually reviewed pay grade assignment of all classifications and re-assigned 114 classifications

Grade	Minimum	Midpoint	Maximum
63	\$ 23,639.05	\$ 30,494.37	\$37,349.70
64	\$ 24,821.00	\$ 32,019.10	\$39,217.19
65	\$ 26,062.05	\$ 33,620.06	\$41,178.15
66	\$ 27,365.16	\$ 35,301.06	\$43,236.95
67	\$ 28,733.42	\$ 37,065.11	\$45,398.80
68	\$ 30,170.08	\$ 38,919.41	\$47,668.74
69	\$ 31,678.59	\$ 40,865.39	\$50,052.38
70	\$ 33,262.52	\$ 42,908.66	\$52,554.78
71	\$ 34,925.05	\$ 45,054.08	\$55,182.52
72	\$ 36,671.93	\$ 47,306.78	\$57,941.65
73	\$ 38,505.52	\$ 49,672.13	\$60,838.72
74	\$ 40,430.79	\$ 52,155.72	\$63,880.65
75	\$ 42,452.34	\$ 54,763.51	\$67,074.70
76	\$ 44,574.96	\$ 57,501.69	\$70,428.43
77	\$ 46,803.70	\$ 60,376.77	\$73,949.85
78	\$ 49,143.88	\$ 63,395.62	\$77,647.34
79	\$ 51,601.08	\$ 66,565.41	\$81,529.93
80	\$ 54,181.14	\$ 69,893.08	\$85,606.20
81	\$ 56,890.19	\$ 73,388.35	\$90,896.50
82	\$ 59,734.70	\$ 77,057.77	\$96,430.82
83	\$ 62,721.43	\$ 80,910.66	\$99,099.88
84	\$ 65,857.51	\$ 84,956.19	\$104,054.87
85	\$ 69,150.39	\$ 89,204.02	\$109,297.90
86	\$ 72,607.91	\$ 93,664.22	\$114,720.80
87	\$ 76,238.30	\$ 98,347.43	\$120,456.84
88	\$ 80,050.22	\$103,264.78	\$126,479.34
89	\$ 84,052.73	\$108,428.02	\$132,803.31
90	\$ 88,255.36	\$113,849.44	\$139,443.48

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Implementation Options

Bring to New Minimums

- Calculations are performed to determine the relation of employees' salaries to the proposed minimums.
- Based on these calculations, employees' salaries are adjusted to the new pay grade minimums as needed.
- Employees' salaries above the proposed minimums are unaffected.
- This methodology would enable the City to put employees in their new pay grades; yet does not address compression concerns.
- This methodology is incorporated in all subsequent methodologies that will be presented.

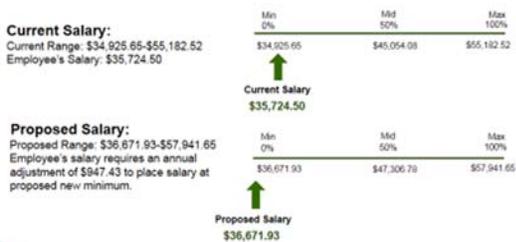


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Implementation Options (cont.)

Bring to New Minimums (Example)

Employee's current salary is below new minimum; employee's salary needs to be brought to minimum of new pay range.



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Implementation Options

Range Penetration

- Calculations are performed to determine the percentage through the current pay grade range the employee's salary falls.
- The current range spreads (58%) are used.
- Employee's recommended salary will place him/her at the same percentage through the proposed range of the new pay grade.
- This methodology places employees in the same relative position in the new pay grade.
- This option may adjust salaries that may not need to be adjusted (e.g. the employee is already receiving competitive or more competitive pay).



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Implementation Options (cont.)

Range Penetration (Example)

Employee's current salary is at 3.9% of their current pay range. The employee's new salary should fall 3.9% of the proposed pay range.



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Implementation Options (cont.)

Move Toward Midpoint 3-Tier

- Calculations are performed to determine the relation of employees' salaries to the **proposed** midpoints; referred to as Compa-Ratio).
- Based on these calculations, AND employees' years of tenure at the City (or years in classification), salary adjustments are calculated to move salaries closer toward to the new midpoints (also referred to as market points).
- Three tier method utilizes three tiers of years of tenure (1-3, 3-7, >7) and Target Compa-Ratios.
- Employees' salaries above the proposed midpoints are unaffected.
- Tier increments are designed to give larger adjustments (in percentage terms) to those with salaries furthest from the market point and to those with more of tenure.
- This methodology helps alleviate compression issues.

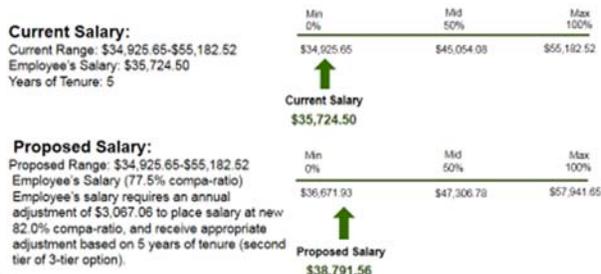


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Implementation Options (cont.)

Move Toward Midpoint 3-Tier (Example)

Employee's current salary is below new midpoint at 77.5% compa-ratio. Employee's salary needs to move to 82.0% compa-ratio; employee has 5 years of tenure (second tier).



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Implementation Options (cont.)

Move Toward Midpoint 2-Tier

- Calculations are performed to determine the relation of employees' salaries to the **proposed** midpoints; referred to as Compa-Ratio).
- Based on these calculations, AND employees' years of tenure (or years in classification), salary adjustments are calculated to move salaries closer toward the new midpoints (also referred to as market points).
- Two tier method utilizes two tiers of years of tenure (1-10, >10) and Target Compa-Ratios.
- Employees' salaries above the proposed midpoints are unaffected.
- Tier increments are designed to give larger adjustments (in percentage terms) to those with salaries furthest from the market point and to those with more years of tenure.
- This methodology also helps alleviate compression issues.

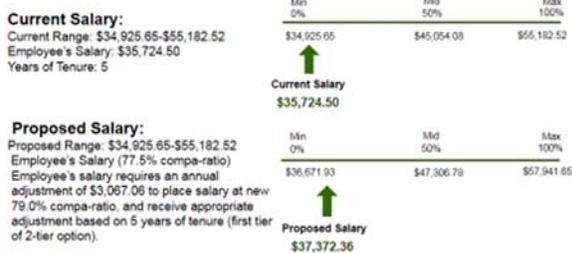


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Implementation Options (cont.)

Move Toward Midpoint 2-Tier (Example)

Employee's current salary is below new midpoint at 77.5% compa-ratio. Employee's salary needs to move to 79.0% compa-ratio; employee has 5 years of tenure (first tier).



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Estimated Annualized Salary Costs

Bring to New Minimums:

- Total Annual Adjustments: **\$79,170.28**
- # Employees who would receive adjustments: **56**

Range Penetration:

- Total Annual Adjustments: **\$365,424.28 ****
- # Employees who would receive adjustments: **163**

Move Toward Midpoint 3-Tier (using years of City tenure):

- Total Annual Adjustments: **\$762,386.60 ****
- # Employees who would receive adjustments: **366**

Move Toward Midpoint 3-Tier (using years in classification):

- Total Annual Adjustments: **\$607,981.88 ****
- # Employees who would receive adjustments: **344**



* Cost estimates are salary only and do not include the cost of benefits.
 ** Estimate includes Bring to Minimum cost.

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Estimated Annualized Salary Costs

Move Toward Midpoint 2-Tier (using years of City tenure):

- Total Annual Adjustments: **\$459,903.86 ****
- # Employees who would receive adjustments: **366**

Move Toward Midpoint 2-Tier (using years in classification):

- Total Annual Adjustments: **\$290,992.24 ****
- # Employees who would receive adjustments: **344**



* Cost estimates are salary only and do not include the cost of benefits.
 ** Estimate includes Bring to Minimum cost.

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Councilmember Polack stated when I started with the city I know for the first six months employees were on a probationary level where they did not get retirement. You have guys coming in now, they are paying retirement as soon as employed. So if I were still with the city I

would have to work an additional six months or buy retirement back. So is there a model that say under five years to retirement where you include a pay of what it would have been at that rate at the time they were hired that would kind of offset compression and give those guys six months back.

Ms. Dove stated years ago when you started as a new employee you had to be on staff for six months before you paid into the retirement and the city didn't pay for six months too. The problem with that the city would also have to go back and pay their portion that would be an additional cost not only for the employee but also for the city.

Councilmember Aycock stated from the study it appears lower paid employees would benefit better by doing some of these options talked about.

Ms. Nancy stated lower paid within their range, generally speaking most employees would expect to reach the midpoint of the range within a reasonable time if performing satisfactorily.

Mr. Salmon stated he would like this to be a part of the budget process. Council agreed.

Connectivity Committee/Board Discussion. Councilmember Matthews stated recently I was introduced to this and I just want to share it with Council. It could be the fact I am a millennial and I support progressive technology. I began researching connectivity and broadband deployment. I want Council to consider for a second how we could benefit to boosting employment locally, promoting digital and social inclusion for all of our residents and how we can also help with our utilities, schools, libraries and our hospital just by simply producing our own connectivity. We revitalize downtown and I feel that if we had better connectivity it could increase entrepreneurship and even build a healthier business climate with our downtown community and of course by creating our own networks that would bring funding back into the city which benefits us economically and also gives us an opportunity to offer services that our residents use anyway at a lower cost. Our neighboring city Wilson North Carolina has been doing this and they have recorded record revenue increases. They have attracted a lot of businesses the past few years and residency influx has skyrocketed simply because of them creating this technology. Especially with the pandemic we want to be sure that those needing that connectivity, that we can get it in the hands of those needing it. This is not something you talk about on Monday and have on Tuesday that is why wanted to talk about a committee or board formed with local residents, councilmembers, other local officials that would specifically focus on research of how to make this happen. I think it's an opportunity to look at other cities and see what they're doing to see if we can duplicate or create. Because there are not a lot of cities doing this I think I counted three, I would love to see Goldsboro as one of the forerunners using this technology.

Councilmember Aycock stated I think this is a great idea but I think the reason there's only three, the state last year in the long session put in a law that other cities cannot do it. Cable TV and Internet providers had them pass a law.

Councilmember Matthews stated Spectrum actually lowered their rates in Wilson and increased rates outside of Wilson. I did see that when researching.

Mayor Allen stated you are right we cannot own our own Wi-Fi as a public entity. Wilson got it before that. We do need better communications. Maybe you, Scott Williams on the IT side and maybe LaToya with a couple of others why don't we do a committee if you need legal questions answered Ron can do that. If you're willing to do the research.

Councilmember Williams stated I think it is a great idea. Even if there is a law, maybe we can work something out with Spectrum and other committees.

Upon motion of Councilmember Williams seconded by Councilmember Polack and unanimously carried Council approved a Connectivity Committee.

Consent Agenda Review. Each item on the Consent Agenda was reviewed. Additional discussion included:

Item C. Change Order No. 18 – Revised for Phase IV Sewer Collection Rehabilitation – Formal Bid No. 2018-004. Councilmember Williams expressed concerns regarding the depth of the ditch, kids getting hurt and asked staff to look at installing a fence.

Mr. Anderson stated that is not a part of our project, they will stabilize the banks.

Councilmember Williams asked if we could at least get an estimate.

There being no further business, the meeting recessed until the 7:00 p.m. meeting.

CITY COUNCIL MEETING

The City Council of the City of Goldsboro, North Carolina, met in regular session in Large Conference Room, City Hall Annex, 200 North Center Street, at 7:00 p.m. on May 18, 2020 with attendance as follows:

Present: Mayor Chuck Allen, Presiding
Mayor Pro Tem Bill Broadway
Councilmember Antonio Williams
Councilmember Taj Polack
Councilmember Brandi Matthews
Councilmember David Ham
Councilmember Gene Aycock

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

Councilmember Antonio Williams provided the invocation. The Pledge of Allegiance followed.

Approval of Minutes. Upon motion of Councilmember Williams, seconded by Councilmember Polack and unanimously carried, Council approved the Minutes of the Work Session and Regular Meeting of April 20, 2020 as submitted.

CU-3-20 Jerry Futrell – East side of US 117 South between Arrington Bridge Road and South George Street (Increase in electronic gaming machines from 50 to 100 for existing Internet Café). Public Hearing Held. An internet café was previously approved for 20 gaming machines at this location on September 3, 2013. On June 2, 2014, City Council denied a request to increase the number of gaming machines from 20 to 35 based on requiring 2 parking spaces per machine.

On August 4, 2014, the Council approved a parking ordinance amendment to the City's UDO requiring 1.5 parking spaces per machine. In addition, they approved the previous owner's request to allow an increase in the number of gaming machines from 20 to 35.

The previous owner closed the business in March of 2016 upon order from the District Attorney's office. Once software upgrades were installed and in compliance with State law, he reapplied for a Conditional Use Permit to operate an internet café in accordance with the City's Unified Development Ordinance. City Council approved site, landscape and floor plans for the previously approved 35 gaming machines on January 3, 2017.

On May 8, 2017, City Council amended the City's Electronic Gaming Ordinance. The following requirements were approved as they pertain to new gaming establishments proposed for operation in the City of Goldsboro's planning jurisdiction:

- (1) Electronic gaming operations are permitted only in the General Business (GB) zoning district after the obtainment of a Conditional Use Permit approved by City Council.
- (2) No establishment shall be located within five hundred (500) feet of any residentially zoned or developed property, church, school, day care, playground or public park. Where the proposed establishment is separated from residentially zoned or

- developed property by a four-lane highway, the five hundred (500) foot separation shall only apply to the properties along the sides and rear of the establishment.
- (3) No such establishment shall be located within one mile (5,280 ft.) of another such establishment.
 - (4) The hours of operation for such operations shall be limited to 7:00 a. m. to 2:00 a.m.

On February 3, 2020, City Council approved a request by the applicant to amend a Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 35 games to a maximum of 50 gaming machines. 52 existing paved parking spaces were available to serve the site.

The applicant contended that the City’s commercial parking ordinance requiring 1.5 parking spaces per gaming machine was excessive based on the fact that only one customer could operate one gaming machine at any one time.

Now, the applicant is requesting to amend an existing Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 50 to 100.

Frontage:	454.3 ft. (US 117)
Area:	97,220 sq. ft., or 2.23 acres
Zoning:	General Business
Hours of Operation:	10:00 a.m. to 2 a.m. (7 days)
No. of Employees:	2 (17 employees; maximum 2 per shift)

Site and landscape plans for this operation were previously approved with Conditional Use Permit #CU-16-16. The following modifications were also approved:

- a. Rear yard landscape buffer due to grade separation at railroad tracks.
- b. Vehicular surface buffer at front due to existing paving and public right-of-way;
- c. Street tree requirement; and
- d. Distance from residentially zoned property from 200 ft. to 125 ft.

As previously stated, parking is required at 1.5 space per gaming machine. Currently, there are 52 paved parking spaces to serve the site. 150 parking spaces are required. The applicant is proposing to pave an additional 50 parking spaces for a total of 102 parking spaces. Previous parking modifications have been granted by City Council for electronic gaming operations at one (1) space per gaming machine. A modification from 150 to 102 parking spaces will be necessary.

Mayor Allen opened the public hearing. The following person spoke after being properly sworn in:

Mr. Jerry Futrell stated we were here towards the first of the year and y’all gave us more machines, I appreciate it. What you did was extended our numbers to fulfill one computer per parking spot. What I am here for tonight is more parking. Like I said last time, I don’t object to putting in more parking but before I spend the money \$40,000 to \$65,000 it takes to put in the parking, I would like to know if the city council would allow, in other words, I can’t afford to spend the money on parking if you don’t allow us to bring our numbers up. If y’all are willing to let us bring our numbers up, it is something I will move forward. I have spent money to have all this drawn up. I have already contacted Frankie’s Asphalt Services. That is why we are submitting this plan to y’all tonight to see if the city Council is willing to let us take this step forward I appreciate your time and I wanted to be here tonight in case you have any questions.

Mayor Allen stated it will go to the Planning Commission and then come to us. Thank you for coming.

No action is necessary. The Planning Commission will have a recommendation at the June 1, 2020 Council Meeting.

Consent Agenda - Approved as Recommended. City Manager, Timothy 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. Councilmember Aycock moved the items on the Consent Agenda, Items C, D, E, F and G be approved as recommended by the City Manager and staff. The motion was seconded by Mayor Pro Tem Broadaway and a roll call vote resulted in all members voting in favor of the motion. The items on the Consent Agenda were as follows:

Change Order No. 18 – Revised for Phase IV Sewer Collection Rehabilitation – Formal Bid No. 2018-004. Resolution Adopted. Construction change orders in excess of \$10,000 require approval by the City Council prior to City Manager approval.

T.A. Loving Company submitted a total cost of \$140,330 for Change Order No. 18 Revised to perform ditch bank stabilization improvements to the Big Ditch near Beech/Kornegay Street Apartments.

Proposed Change Order No. 18 previously totaled \$125,000 and was submitted in October 2019 for approval by Division of Water Infrastructure (DWI). The city recently received approval from DWI to perform the ditch bank improvements. The difference in costs pertaining to additional costs charged by the subcontractor to perform this work.

This change order increases contract time by 15 days. The additional contract time was included in the previous Change Order No. 22. The amended contract completion date for the remaining rehabilitation work is September 9, 2020.

Staff recommends issuing the change order to the current contract with T.A. Loving for the Phase IV Sewer Collection Rehabilitation project. We have reviewed this change order with the Finance Director and determined that funds are available from the Clean Water Revolving Fund Loan.

It is recommended the City Council adopt the following entitled Resolution authorizing the City Manager to execute Change Order No. 18-Revised for \$140,330 with T.A. Loving Company. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

RESOLUTION 2020-35 “RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 18-REVISED WITH T. A. LOVING COMPANY FOR PHASE IV SEWER COLLECTION REHABILITATION PROJECT FORMAL BID #2018-004”

42nd Annual Greater Goldsboro Road Run—Temporary Street Closing. Approved.

An application was received from Scott Edwards, requesting permission for the Sunrise Kiwanis Club to hold their 42nd Annual Greater Goldsboro Road Run on April 18, 2020. Council approved the application on January 21, 2020. Due to COVID-19, this event has been postponed to July 11, 2020. The street closing request is from 6:00 a.m. to 10:30 a.m. with the event times from 8:00 a.m. to 10:00 a.m.

The race is scheduled to begin at the HUB (formerly known as Cornerstone Commons), on Center Street and runs through the downtown area of Walnut, Pine, Jefferson, Ash, Chestnut and Mulberry Streets.

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

Staff recommends approval of this request subject to the following conditions:

1. NC Governor Executive Order allows the event as determined by the City Manager.
2. All intersections remain open for Police Department traffic control.
3. A 14-foot fire lane is maintained in the center of the street to provide access for fire and emergency vehicles.
4. All activities, changes in plans, etc. will be coordinated with the Police Department.
5. The Police, Fire, Public Works and Downtown Goldsboro offices are to be involved in the logistical aspects of this event.

It is recommended the City Council by motion, grant street closings on Center, Walnut, Ash, Jefferson, Chestnut and Mulberry Streets on July 11, 2020 from 6:00 a.m. to 10:30 a.m. in order that the 42nd Annual Greater Goldsboro Road Run event may take place, subject to the above conditions. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

Adoption of a Supplement to the Code of Ordinances of Goldsboro, North Carolina. Ordinance Adopted. In 1990, an agreement was reached between the North Carolina League of Municipalities and the City of Goldsboro to engage American Legal Publishing Company to revise the Code of Ordinances of Goldsboro. The revised Code was published in 1995.

The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-44 Supplement. This Supplement contains all Ordinances of a general nature enacted since S-43 Code of Ordinances dated June 3, 2019.

It is recommended Council adopt the following entitled Ordinance enacting and adopting the 2020 S-44 Supplement to the Code of Ordinances of the City of Goldsboro. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

ORDINANCE NO. 2020-10 “AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA”

Rules of Procedure for Electronic Boards and Commissions Meetings. Approved. As a part of the Act to Provide Aid To North Carolinians In Response to the Coronavirus Disease 2019 (COVID-19) Crisis, (S.L. 2020-3, SB 704) the General Assembly has enacted modifications to the laws governing meetings of public bodies, and voting and quorum rules for city and county governing boards. The new law modifies those rules and provides specific guidance regarding remote meetings, including quorum, notice, voting, public comment, and public hearings.

These provisions are in Section 4.31 of the Act. The new provisions for remote public meetings became effective on May 4, 2020, and only apply when there is a declaration of a state of emergency by the Governor or General Assembly under GS 166A-90.20.

It is recommended Council adopt the Rules of Procedure for Electronic Boards and Commissions Meetings effective immediately. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

Departmental Monthly Reports. Accepted as Information. The various departmental reports for April 2020 were submitted for the Council’s approval. It was recommended Council accept the reports as information. Consent Agenda Approval. Aycock/Broadaway (7 Ayes)

End of Consent Agenda.

Neuse River Basin Regional Hazard Mitigation Plan. Resolution Adopted. The Neuse River Basin Regional Hazard Mitigation Plan (RHMP) is currently being reviewed by the North Carolina Department of Public Safety (NCDPS). The existing plan expires on June 22, 2020.

In order to ensure continued compliance, FEMA has authorized communities to proceed with adoption immediately as the plan is considered a living document that is subject to change. Any changes resulting from NCDPS review will be incorporated into the final version of the plan.

The City of Goldsboro will need to adopt the plan through resolution. Adoption of the RHMP does not require an advertised public hearing. A resolution can be approved at a regular meeting so long as it is not part of the consent agenda.

Upon motion of Councilmember Aycock, seconded by Councilmember Polack and unanimously carried, Council adopted the following entitled Resolution adopting the Neuse River Basin Regional Hazard Mitigation Plan.

RESOLUTION NO. 2020-36 “CITY OF GOLDSBORO RESOLUTION ADOPTING THE NEUSE RIVER BASIN REGIONAL HAZARD MITIGATION PLAN”

City Manager’s Report. Mr. Timothy Salmon stated recently there was some concern expressed regarding employee safety. I met with employees this morning, I can assure you that proper PPE is available to employees. I put out a City Manager’s update on the Coronavirus today, you can find that on Facebook. Thank you.

Mayor and Councilmembers’ Reports and Recommendations. Councilmember Polack read the following:

Resolution Expressing Appreciation for Services Rendered by Thomas Meitler II as An Employee of the City of Goldsboro for More Than 6 Years. Resolution Adopted. Thomas Meitler retires on June 1, 2020 as a Police Officer with the Goldsboro Police Department of the City of Goldsboro with more than 6 years of service. Thomas began his career on July 10, 2013 as a Police Officer with the Goldsboro Police Department. Thomas was transferred to Support Services/Housing on January 30, 2019 with the Goldsboro Police Department where he has served until his retirement. Thomas has proven himself to be a dedicated and efficient public servant who 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 Thomas Meitler their deep appreciation and gratitude for the service rendered by him to the City over the years. The Mayor and City Council of the City of Goldsboro express to Thomas our very best wishes for success, happiness, prosperity and good health in his future endeavors.

Upon motion of Councilmember Polack, seconded by Mayor Pro Tem Broadaway and unanimously carried, Council adopted a Resolution expressing appreciation for services rendered by Thomas Meitler II as an employee of the City of Goldsboro for more than 6 years.

RESOLUTION NO. 2020-34 “RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY THOMAS MEITLER II AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 6 YEARS”

Mayor Pro Tem Broadaway read the following Proclamation:

Proclamation – Military Appreciation Month. Mayor Chuck Allen proclaimed May 2020 as “**Military Appreciation Month**” and officially recognize the many sacrifices made by our veterans, service members, wounded warriors, their families, and their survivors, as well as the vast network of organizations that serve these heroes across the state.

Councilmember Matthews read the following Proclamation:

Proclamation – National Public Works Week. Mayor Allen proclaimed the week of May 17 - May 23, 2020 as “**NATIONAL PUBLIC WORKS WEEK**” in Goldsboro, North Carolina and do hereby call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Councilmember Williams stated no comment.

Mayor Pro Tem Broadaway stated I would like to thank all of our police, fire and city workers and citizens for following the COVID-19 orders. It is nice to see so many out in our parks walking, biking, spending time with their families. I appreciate everyone doing that.

Councilmember Polack stated I just want to think the Seventh Adventist Church again for donating plates to the senior centers. I also want to think the Goldsboro Police Department, Fire

Department as well as Mr. Ryan Nelson of Goldsboro High School staff and students. We will be having a processional leaving from Goldsboro High School on Friday in honor of the 2020 class of Goldsboro High School at 6:00 p.m. The Goldsboro Police Department will be helping escort them from Jackson down Ash up to the north end to the south end of Center Street. Just want to give a shout out to the Class of 2020.

Councilmember Matthews stated no comment.

Councilmember Ham stated no comment.

Councilmember Aycock stated just a short comment. I know last week we had a peaceful demonstration at City Hall. There was a little confusion about not having a permit. I just want to make sure any councilmember who participates should make the people that are in these protests aware of our rules and regulations. Hopefully we can have a better reception next time.

Mayor Allen stated we had two really important proclamations read tonight, the military appreciation, the public works week and it is also law enforcement officer month. I just want to think all of them for what they do and for what they mean to our community from the garbage man, to the police man, fireman to sanitary sewer, to the military, we have a lot of really good people and I just want to thank all of them for what they do. Thank you.

There being no further business, the meeting adjourned at 7:23 p.m.

Chuck Allen
Mayor

Melissa Capps, MMC/NCCMC
City Clerk

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING**

SUBJECT: **PUBLIC HEARING**
CU-04-20 Ace Hardware and Flex Space – East side of Mollie Drive between Miles Lane and Southeast Drive

BACKGROUND: The applicant requests a Conditional Use Permit for retail sales to include outside storage. In conjunction with the request, the applicant is asking for separate site plan approval for the construction of a 21,105 sq. ft. multi-tenant commercial center.

According to the City’s Unified Development Code, commercial developments incorporating retail sales of less than 30,000 sq. ft. with outdoor storage require a Conditional Use Permit. Separate site plan approval is required and shall be approved by City Council.

The subject property consist of two private lots. These lots were approved by City Council on November 7, 2005 as part of a 14-lot preliminary subdivision plat proposed for commercial development and formally known as Southeast Commercial Park.

Lot #8:

Frontage: 177 ft.
Depth: 217.5 ft. (avg.)
Area: 50,240 sq. ft., or 1.15 acres
Zoning: General Business

Lot #9:

Frontage: 150 ft.
Depth: 291 ft. (avg.)
Area: 41,983 sq. ft. or 0.96 acres
Zoning: General Business

Existing Use: Currently, the subject properties referenced above are clear and vacant.

DISCUSSION:

The submitted site plan indicates the recombination of two private lots for the construction of a single-story, 21,105 sq. ft. metal building used for commercial development.

Ace Hardware intends to occupy 11,025 sq. ft. of commercial building space. The hardware store proposes to occupy an additional 3,937 sq. ft. for outside retail sales and storage.

Hours of Operation: 7:30 a. m. to 6:30 p. m.
(Monday – Saturday)

No. of Employees: 5

The remaining 6,143 sq. ft. of commercial tenant space will be divided into five (5) separate tenant spaces for rent or lease. At this time, there are no proposed uses for the (flex) spaces.

Access: Two 24 ft. wide curb cuts are proposed off Mollie Drive and are adjacent to the northern and southern property lines. A 24 ft. wide access drive provides access to parking spaces located at the front and rear of the site, as well as, loading and unloading zones for on-site commercial businesses.

Parking: Parking for the proposed hardware store requires 1 space per 500 sq. ft. of gross floor area. Parking for the remaining commercial retail spaces requires 1 space per 250 sq. ft. of gross floor area. A total of 42 parking spaces are required for the site. 46 parking spaces have been provided to include 2 van accessible handicap parking spaces.

In addition to parking, the submitted site plan proposes a 12 ft. wide stacking lane sufficient for 4 vehicles along the northern building wall should a tenant opt to provide pick up window services in the future.

Landscaping: 7 Autumn Blaze Maples are proposed as street trees along Mollie Drive. A Type A, 5 ft. wide buffer is proposed along the northern and southern property lines consisting of Blaze Maples and Variegated Privets. Snow Goose Flowering Cherries and Dwarf Yaupons will serve as vehicular surface area plantings.

An existing Type C, 20 ft. wide landscape buffer is required and present along the eastern property line adjacent to residentially-zoned property.

Building Elevations: Currently, the owner is in the process of choosing exterior building components for the proposed commercial multi-tenant space. One option utilizes brick-veneer walls, masonry column supports, sloped metal roofs over entryways and aluminum thermal windows. The second option utilizes projected and recessed brick-veneer walls and EIFS wall panels and aluminum thermal windows. Staff will ensure that commercial design guidelines are incorporated into the construction of the commercial building.

Sidewalks and Pedestrian Access: Existing 5 ft. wide exterior sidewalks are shown on the submitted site plan. The applicant shows interior sidewalks leading from the parking lot to the building entrances through sloped walkways and handicap ramps.

Commercial Lighting: Commercial lighting plans have not been submitted. However, all exterior lighting improvements proposed for the site shall be in accordance with the City's commercial lighting design standards.

Engineering: The property is not located within a Special Flood Hazard area. Water is available to serve the property and is provided by Eastern Wayne Sanitary District. City sewer is available to serve the property. Storm water calculations and drainage plans have not been submitted. Commercial building permits cannot be issued until all City engineering requirements have been satisfied.

AICUZ: The site falls within the 70-74 day-night average sound level (DNL) noise zone of Seymour Johnson Air Force Base. Base officials have indicated that a noise level reduction (NLR) of 25 decibels is required for the proposed commercial development to be compatible within the noise zone.

Refuse Collection: A solid waste commercial dumpster enclosure has been provided for tenants of the commercial center and is shown along the southeastern

property line located behind the proposed hardware store. The dumpster will be located in a coral and screened from off-site views in accordance with City standards.

Interconnectivity: Interconnectivity has not been identified on the site plan. The applicant believes that interconnectivity would be impractical due to location of an underground storm sewer along the southern property line. The applicant is requesting a modification of the interconnectivity requirement along the southern property line. Staff is working with the developer to provide interconnectivity along the northern property line.

Modification: As previously stated, the applicant is requesting a modification of interconnectivity due to the location of an underground storm sewer along the southern property line.

Recommendation: No action necessary. The Planning Commission will have a recommendation for the City Council at their next regularly scheduled meeting on July 13, 2020.

Date: 6/8/20

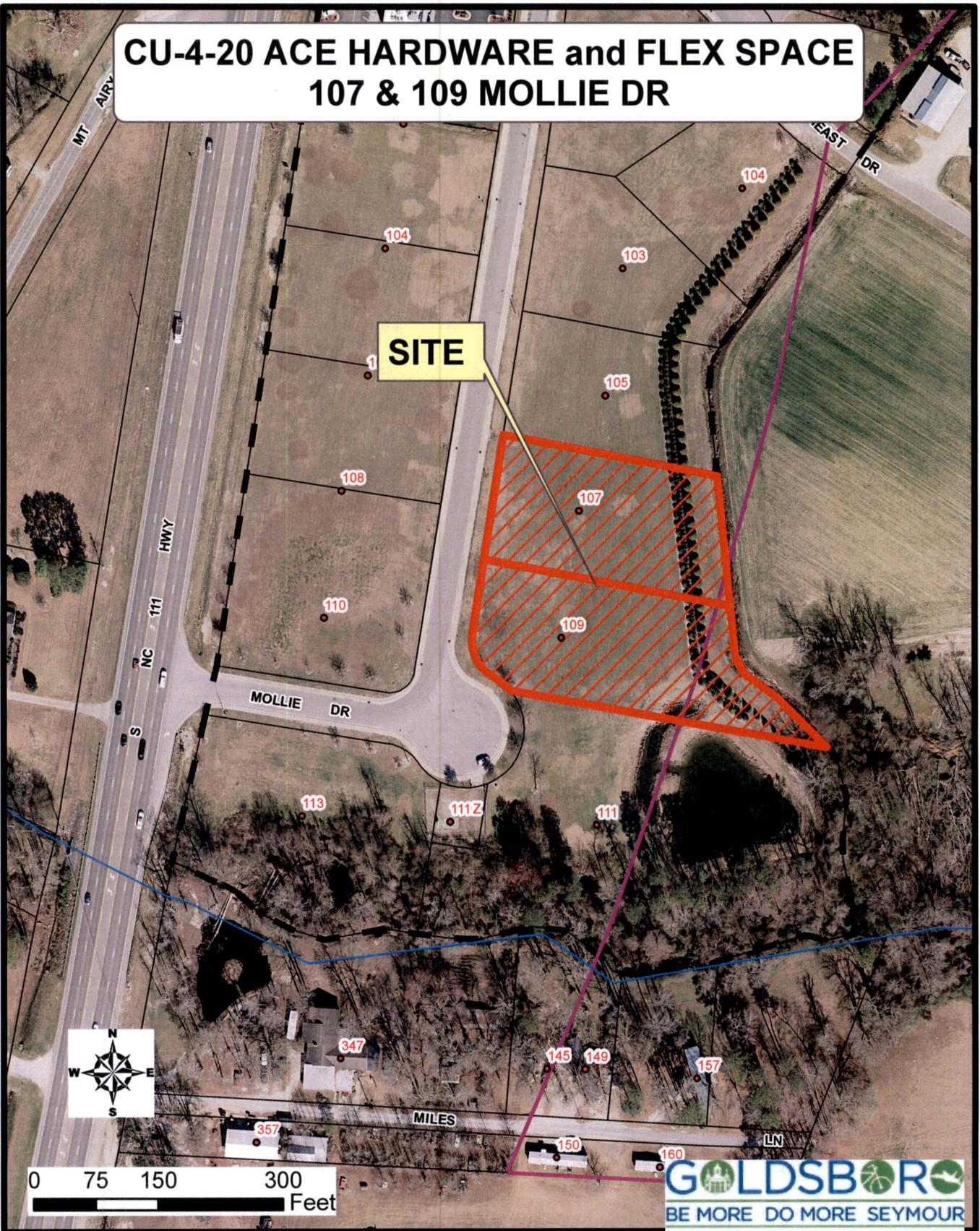


Planning Director

Date: _____

City Manager

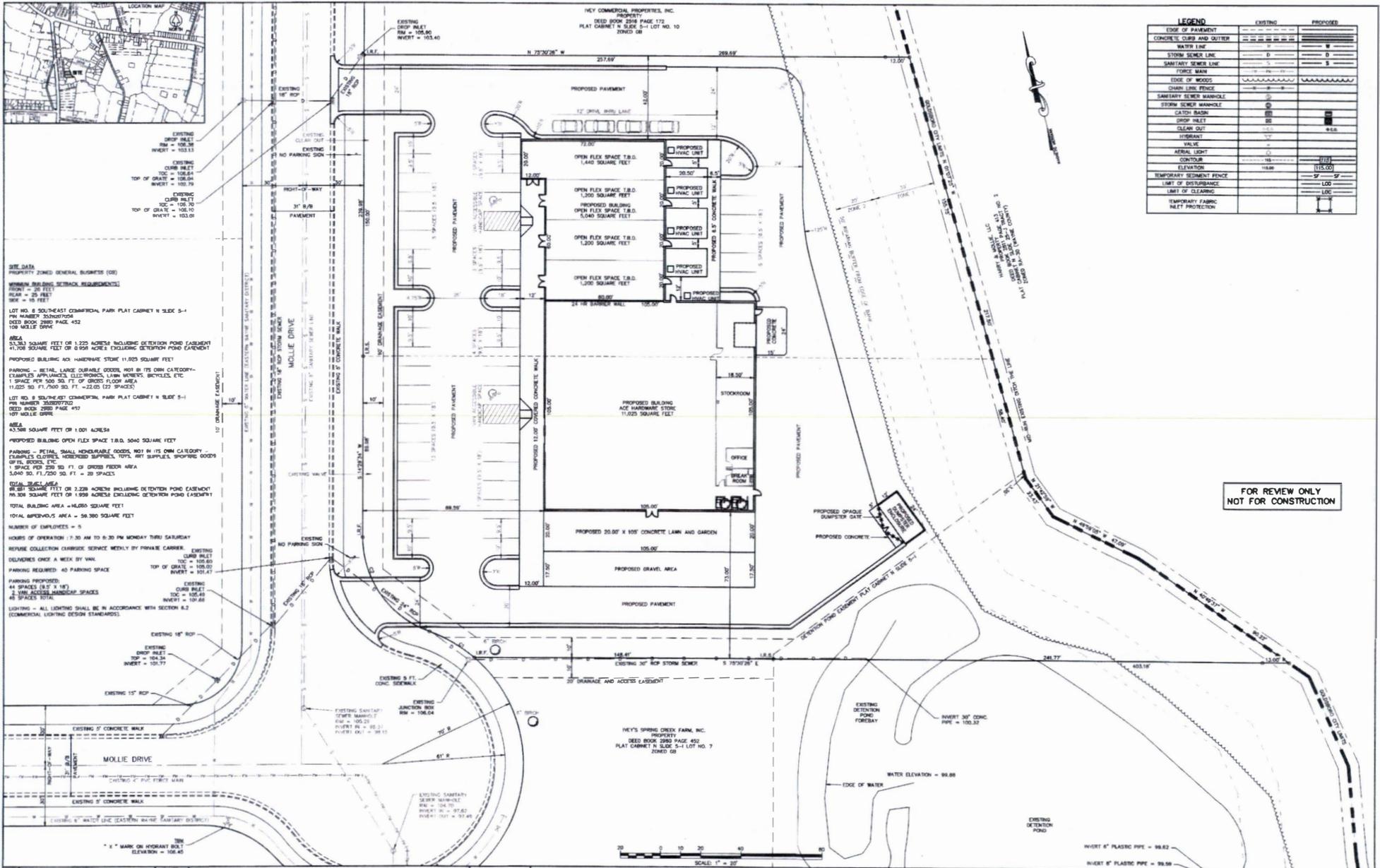
**CU-4-20 ACE HARDWARE and FLEX SPACE
107 & 109 MOLLIE DR**



CONDITIONAL USE PLAN

CASE #: CU-4-20
APPLICANT: ACE HARDWARE + FLEX SPACE
REQUEST: COMMERCIAL FLEX SPACE
PIN #: 3528-20-7202 & 352-20-7056
LOCATION: 107 & 109 MOLLIE DR
HOURS OF OPERATION: 7:30 am - 6:30 pm MON - FRI
NUMBER OF EMPLOYEES: 5

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.



LEGEND		EXISTING	PROPOSED
EDGE OF PAVEMENT	---	---	---
CONCRETE CURB AND OUTLET	---	---	---
WATER LINE	---	---	---
STORM SEWER LINE	---	---	---
SANITARY SEWER LINE	---	---	---
FORCE MAIN	---	---	---
EDGE OF WOODS	---	---	---
CHAIN LINK FENCE	---	---	---
SANITARY SEWER MANHOLE	---	---	---
STORM SEWER MANHOLE	---	---	---
CATCH BASIN	---	---	---
DROP INLET	---	---	---
CLEAN OUT	---	---	---
SEWER	---	---	---
VALVE	---	---	---
AERIAL LIGHT	---	---	---
CONTROLLER	---	---	---
ELEVATION	---	---	---
TEMPORARY SEDIMENT FENCE	---	---	---
LIMIT OF DISTURBANCE	---	---	---
LIMIT OF CLEARING	---	---	---
TEMPORARY FABRIC INLET PROTECTION	---	---	---

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NOT FOR CONSTRUCTION

SITE DATA
 PROPERTY ZONE: GENERAL BUSINESS (GB)
 MINIMUM BUILDING SETBACK REQUIREMENTS:
 FRONT = 20 FEET
 REAR = 20 FEET
 SIDE = 10 FEET

LOT NO. 8 SOUTHEAST COMMERCIAL PARK PLAT CARNET N SLIDE S-1
 51,363 SQUARE FEET OR 0.956 ACRES INCLUDING DETENTION POND CASSEMENT
 17,079 SQUARE FEET OR 0.312 ACRES EXCLUDING DETENTION POND CASSEMENT
 PROPOSED BUILDING AND HARDWARE STORE 11,025 SQUARE FEET
 PARKING - RETAIL LARGE DURABLE GOODS, NOT IN ITS OWN CATEGORY
 (EXAMPLES: APPLIANCES, ELECTRONICS, LAWN MOWERS, BICYCLES, ETC.)
 1 SPACE FOR 250 SQ. FT. OF GROSS FLOOR AREA
 11,025 SQ. FT./250 SQ. FT. = 22.00 (22 SPACES)

LOT NO. 9 SOUTHEAST COMMERCIAL PARK PLAT CARNET N SLIDE S-1
 43,538 SQUARE FEET OR 0.801 ACRES
 PROPOSED BUILDING OPEN FLEX SPACE 18.0 5,040 SQUARE FEET
 PARKING - RETAIL SMALL DURABLE GOODS, NOT IN ITS OWN CATEGORY
 (EXAMPLES: CLOTHES, HOMEWARE SUPPLIES, TOYS, PET SUPPLIES, SHOPPING GOODS
 OFFICE SUPPLIES, ETC.)
 1 SPACE FOR 250 SQ. FT. OF GROSS FLOOR AREA
 5,040 SQ. FT./250 SQ. FT. = 20.16 (20 SPACES)

TOTAL SUBJECT AREA
 94,901 SQUARE FEET OR 1.757 ACRES INCLUDING DETENTION POND CASSEMENT
 16,328 SQUARE FEET OR 0.300 ACRES EXCLUDING DETENTION POND CASSEMENT
 TOTAL BUILDING AREA = 16,050 SQUARE FEET
 TOTAL IMPROVED AREA = 56,380 SQUARE FEET

NUMBER OF EMPLOYEES = 5
 HOURS OF OPERATION: 7:30 AM TO 8:30 PM MONDAY THRU SATURDAY
 REFUSE COLLECTION SERVICE WEEKLY BY PRIVATE CARRIER
 DELIVERIES ONCE A WEEK BY VAN
 PARKING REQUIRED: 40 PARKING SPACE
 PARKING PROPOSED:
 44 SPACES (22 X 18)
 2 VAN ACCESS HANDICAP SPACES
 48 SPACES TOTAL

LIGHTING - ALL LIGHTING SHALL BE IN ACCORDANCE WITH SECTION 6.2
 (COMMERCIAL LIGHTING DESIGN STANDARDS)

NO.	REVISION	DATE

B. R. KORNGAY, INC.
 LAND SURVEYING - ENGINEERING - PLANNING
 License Number: F-1054
 300 East Walnut Street
 Charlotte, N.C. 27230
 www.brkorp.com (919) 733-5888 Fax: (919) 580-8253

SITE PLAN
PROPOSED ACE HARDWARE AND FLEX SPACE
 107 & 109 MOLLIE DRIVE
 LOTS NO. 8 & 9 SOUTHEAST COMMERCIAL PARK
 CITY OF GOLDSBORO, NEW HOPE TOWNSHIP, WAYNE COUNTY, N.C.

DRAWN BY: TSB
 DESIGNED BY: J.K.
 DATE: 4-27-2020
 SCALE: 1" = 20'

ELROY COMMONS
 314 NC HWY SOUTH, GOLDSBORO, NORTH CAROLINA 27534-9223
 CONTACT: BOB IVEY 919-378-3130 bob.ivey@actgenitca.com

SEET 2
 OF 4
 WORK ORDER: 200043
 CADD DWG: 200043

SOUTHEAST COMMERCIAL PARK - NEW HOPE TOWNSHIP, WAYNE COUNTY, NC 33-4 02173



HEY COMMERCIAL PROPERTY, INC.
 DEED BOOK 2018 PAGE 172
 PLAT CARNET N SLIDE S-1 LOT NO. 10
 ZONED 08

	EXISTING	PROPOSED
EDGE OF PAVEMENT	---	---
CONCRETE CURB AND GUTTER	---	---
WALKED EDGE	---	---
WALKED EDGE	---	---
STORM SEWER LINE	D	D
SANITARY SEWER LINE	S	S
FORCE MAIN	---	---
EDGE OF WOODS	---	---
CHAIN LINK FENCE	---	---
SANITARY SEWER MANHOLE	⊙	⊙
STORM SEWER MANHOLE	⊙	⊙
CATCH BASIN	⊙	⊙
DROP INLET	⊙	⊙
CLEAN OUT	⊙	⊙
WISDOM	⊙	⊙
VALVE	⊙	⊙
INTERNAL LIGHT	⊙	⊙
CONTINUE	---	---
ELEVATION	119.88	115.00
TEMPORARY SEGMENT FENCE	---	---
LIMIT OF DISTURBANCE	---	---
LIMIT OF CLEARING	---	---
TEMPORARY FABRIC INLET PROTECTION	---	---

EXISTING VEHICULAR SURFACE AREA (VSA)
 TOTAL IMPERVIOUS AREA INCLUDING BUILDING = 59,340 SQ. FT.
 TOTAL IMPERVIOUS AREA EXCLUDING BUILDING = 43,315 SQ. FT.
 TOTAL AREA IN BUILDING = 15,025 SQ. FT.
 TOTAL TRACT AREA = 94,881 SQ. FT. OR 2,226 ACRES

THE AMOUNT OF LANDSCAPING REQUIRED IS DETERMINED BY THE AMOUNT AND INTENSITY OF THE PROPOSED IMPERVIOUS SURFACE ON THE LOT. THE IMPERVIOUS SURFACE RATIO IS DETERMINED BY THE FOLLOWING FORMULA: TOTAL AMOUNT OF IMPERVIOUS SURFACE AREA ON THE LOT INCLUDING BUILDING AREA (SQ. FT.) / TOTAL LOT AREA (SQ. FT.) = I/SR
 59,340 SQ. FT. / 94,881 SQ. FT. = 0.61 (APPROXIMATE IMPERVIOUS SURFACE INTENSITY)

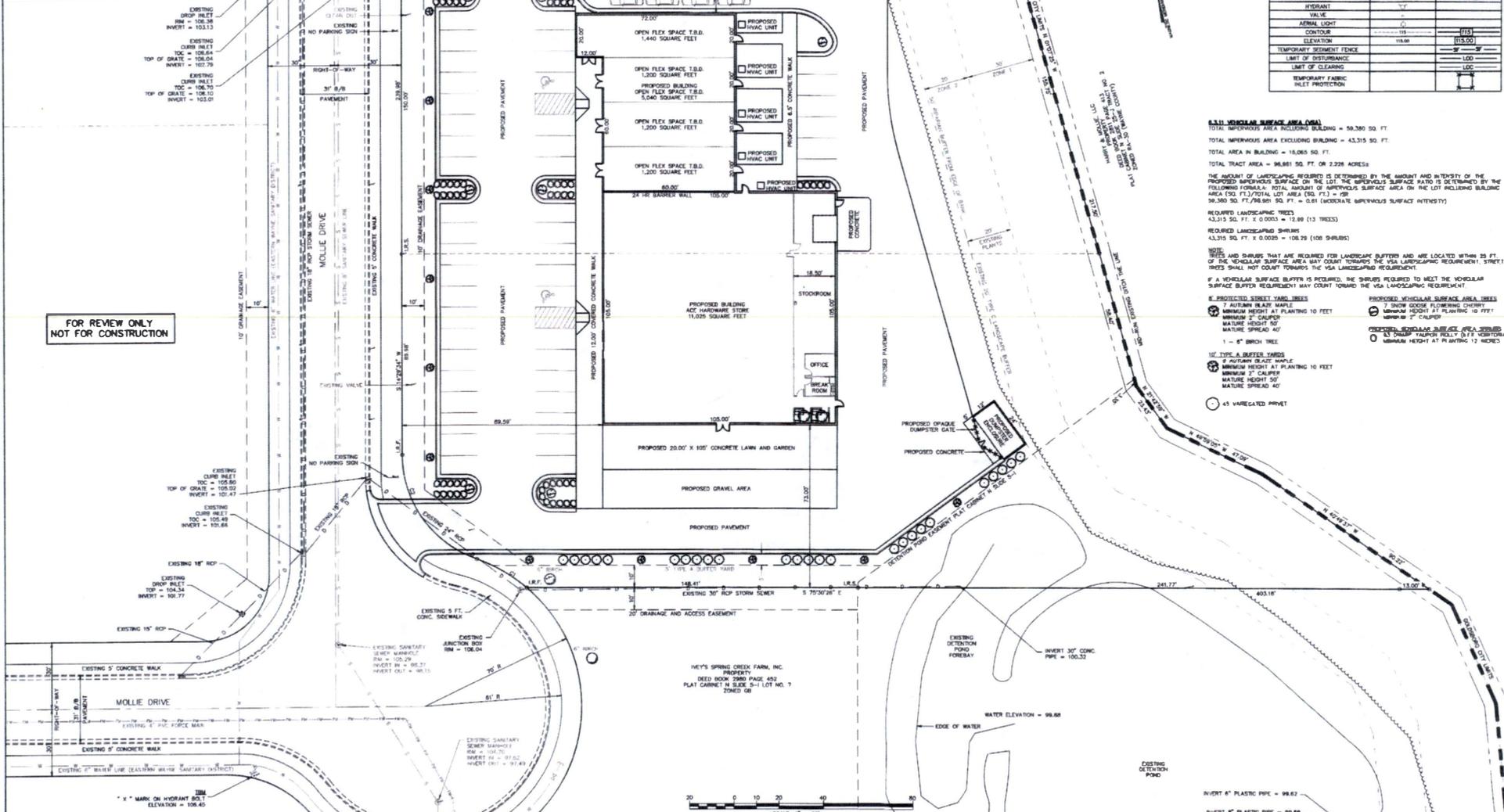
REQUIRED LANDSCAPING TREES
 43,315 SQ. FT. x 0.0003 = 12.99 (13 TREES)

REQUIRED LANDSCAPING SHRUBS
 43,315 SQ. FT. x 0.0025 = 108.79 (108 SHRUBS)

NOTE: TREES AND SHRUBS THAT ARE REQUIRED FOR LANDSCAPING BUFFER AND ARE LOCATED WITHIN 25 FT. OF THE VEHICULAR SURFACE AREA MAY COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT. STREET TREES SHALL NOT COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT.

IF A VEHICULAR SURFACE BUFFER IS INSTALLED, THE SHRUBS REQUIRED TO MEET THE VEHICULAR SURFACE BUFFER REQUIREMENT MAY COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT.

- PROPOSED STREET VARIATION**
- 7' PLANTING BUFFER STRIP
 - MINIMUM HEIGHT AT PLANTING 10 FEET
 - MINIMUM 2" CALIPER
 - MATURE HEIGHT 50'
 - MATURE SPREAD 40'
- PROPOSED VEHICULAR SURFACE AREA TREES**
- 3" THICK 0000S FLOUNDER CHERRY
 - MINIMUM HEIGHT AT PLANTING 10 FEET
 - MINIMUM 2" CALIPER
 - MATURE HEIGHT 50'
 - MATURE SPREAD 40'
- PROPOSED VEHICULAR SURFACE AREA SHRUBS**
- 1" - 6" BUSH TREE
 - MINIMUM HEIGHT AT PLANTING 10 FEET
 - MINIMUM 2" CALIPER
 - MATURE HEIGHT 50'
 - MATURE SPREAD 40'
- 4" WIRE MESH PRIVET**



FOR REVIEW ONLY
 NOT FOR CONSTRUCTION

HEY'S SPRING CREEK FARM, INC.
 PROPERTY
 DEED BOOK 2006 PAGE 492
 PLAT CARNET N SLIDE S-1 LOT NO. 7
 ZONED 08

NO.	REVISION	DATE

B. R. KORNEGAY, INC.
 LAND SURVEYING • ENGINEERING • PLANNING
 Justice Building • 7-1104
 300 East Main Street
 Durham, N.C. 27703
 www.kornegay.com (919) 735-2088 Fax: (919) 380-9053

LANDSCAPE PLAN
PROPOSED ACE HARDWARE AND FLEX SPACE
 107 & 109 MOLLIE DRIVE
 LOTS NO. 8 & 9 SOUTHEAST COMMERCIAL PARK
 QTY OF GOLDSBORO, NEW HOPE TOWNSHIP, WAYNE COUNTY, N.C.

DRAWN BY: TSB
 DESIGNED BY: JLK
 DATE: 4-27-2020
 SCALE: 1" = 20'

ELROY COMMONS
 314 NC HWY SOUTH, GOLDSBORO, NORTH CAROLINA 27534-9223
 CONTACT: BOB IVEY 919-378-3130 bob.ivey@acfgenetics.com



Wine

Flour

STX

black cat

paint

hardware

FARMERS **ACE** HARDWARE

lumber

gardens



Wine

Gardens

ETX

black cat

paint

hardware

FARMERS ACE HARDWARE

lumber

gardens

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING**

SUBJECT: **PUBLIC HEARING**
Z-3-20 Adamsville Gateway Center, LLC. – East side of S.
Berkeley Boulevard between E. Elm Street and East Street

BACKGROUND: On December 9, 1986, City Council approved a rezoning change from Neighborhood Business (NB) to General Business Conditional District (GBCD) limiting the subject property to the following permitted uses in the General Business zoning district: retail sales, appliance installation and repairs, barber shops, pawn shops, restaurants, bakeries and apparel tailoring/alterations.

In recent months, the owner of the commercial multi-tenant center has had several inquiries regarding potential uses that were not approved as uses for the site, however, are permitted uses within the General Business zoning district.

A zoning change is requested by the owner in order to maximize the use and marketability of his commercial property. The owner is requesting the following uses to be added as permitted uses for the site: pet grooming, laundromats/dry cleaning (personal), health spas, tanning salons, fitness centers, martial arts studios, nail salons, copying/printing services, offices to include business, medical and professional and travel agencies.

Surrounding Zoning:

- North: General Business (GB)
- South: Property owned by SJAFB
- East: Property owned by SJAFB
- West: General Business Conditional District(GBCD)
 and Shopping Center (SC)

DISCUSSION:

As previously stated, the owner is requesting a zoning change from General Business Conditional District (GBCD) to General Business Conditional District (GBCD) to amend the permitted uses allowed for the site. Separate site plan approval is required.

The following uses are requested by the owner to be added to the list of permitted uses approved for the site: pet grooming, laundromats/dry cleaning (personal), health spas, tanning salons, fitness centers, martial arts studios, nail salons, copying/printing services, offices to include business, medical and professional and travel agencies.

The submitted site plan indicates an existing 6,965 sq. ft., single-story, brick-veneer and concrete block commercial building. Currently, the commercial building is separated into seven (7) tenant spaces. If the rezoning is approved, new uses must meet building code regulations as regulated by the North Carolina State Building Code.

At this time, no other changes to parking or landscaping are required for the site.

No outside storage is proposed. Any outdoor storage proposed in the future must receive City Council approval.

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

Engineering: The property is not located within a Special Flood-Hazard Area.

SJAFB: The site is not located in an Accident Potential Zone (APZ) or within the Noise Overlay District of Seymour Johnson Air Force Base. Since the property was adjacent to SJAFB, City officials contacted Base officials for comment. According to Base officials, the proposed uses requested by the owner to be added to the list of permitted uses for the site pose no commercial development concerns or hazard to flight operations.

Recommendation: No action necessary. The Planning Commission will have a recommendation for the City Council at their next regularly scheduled meeting on July 13, 2020.

Date: 6/8/20



Planning Director

Date: _____

City Manager

Z-3-20 ADAMSVILLE GATEWAY CENTER 204-214 S. BERKELEY BLVD

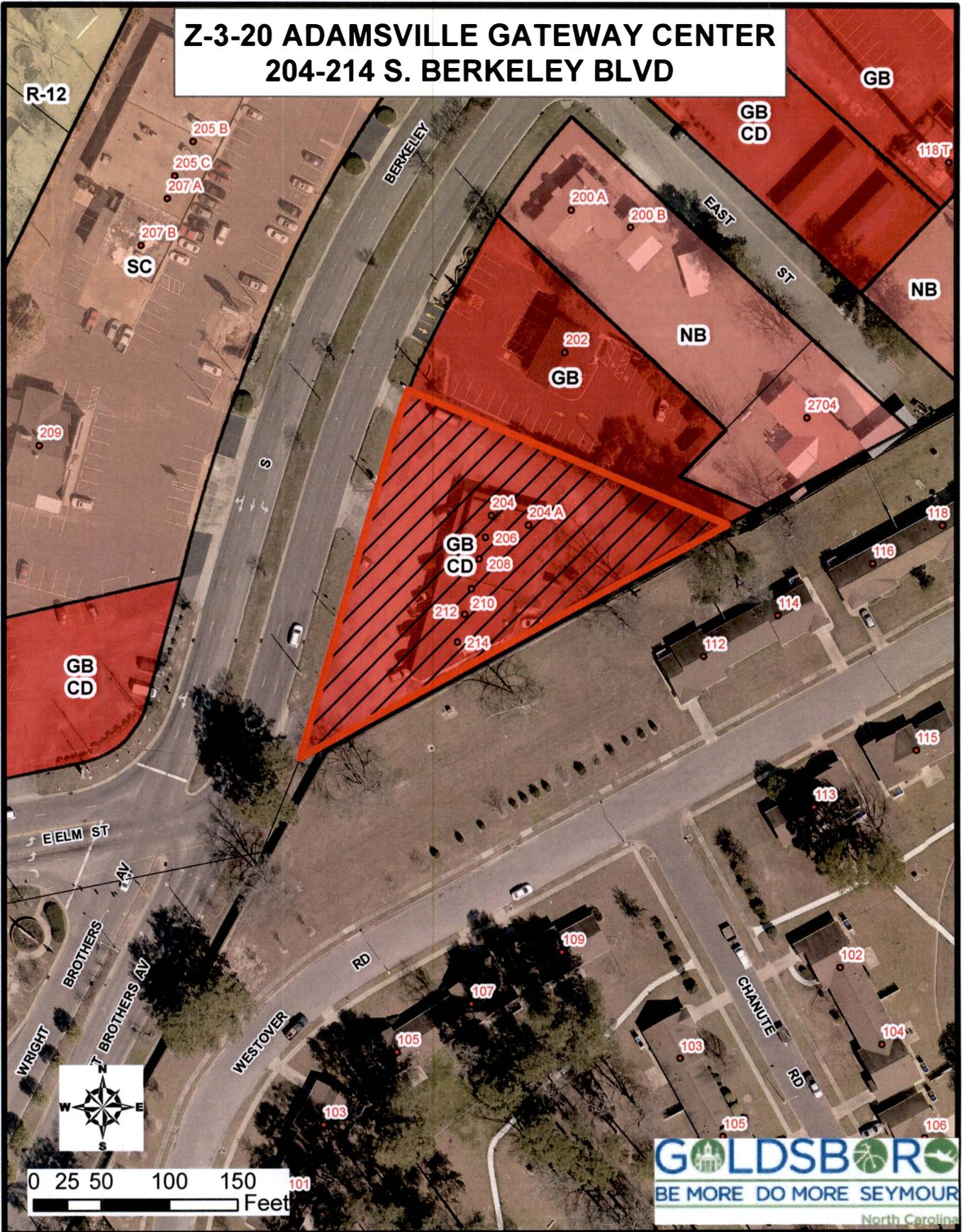


REZONING REQUEST

OWNER: GLENN SCOTT ADAMS
REQUEST: AMEND GENERAL BUSINESS CONDITIONAL DISTRICT USES
PROJECT: ADAMSVILLE GATEWAY CENTER
PIN #: 3519-10-2564
LOCATION: 204-214 S. BERKELEY BLVD.

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

**Z-3-20 ADAMSVILLE GATEWAY CENTER
204-214 S. BERKELEY BLVD**

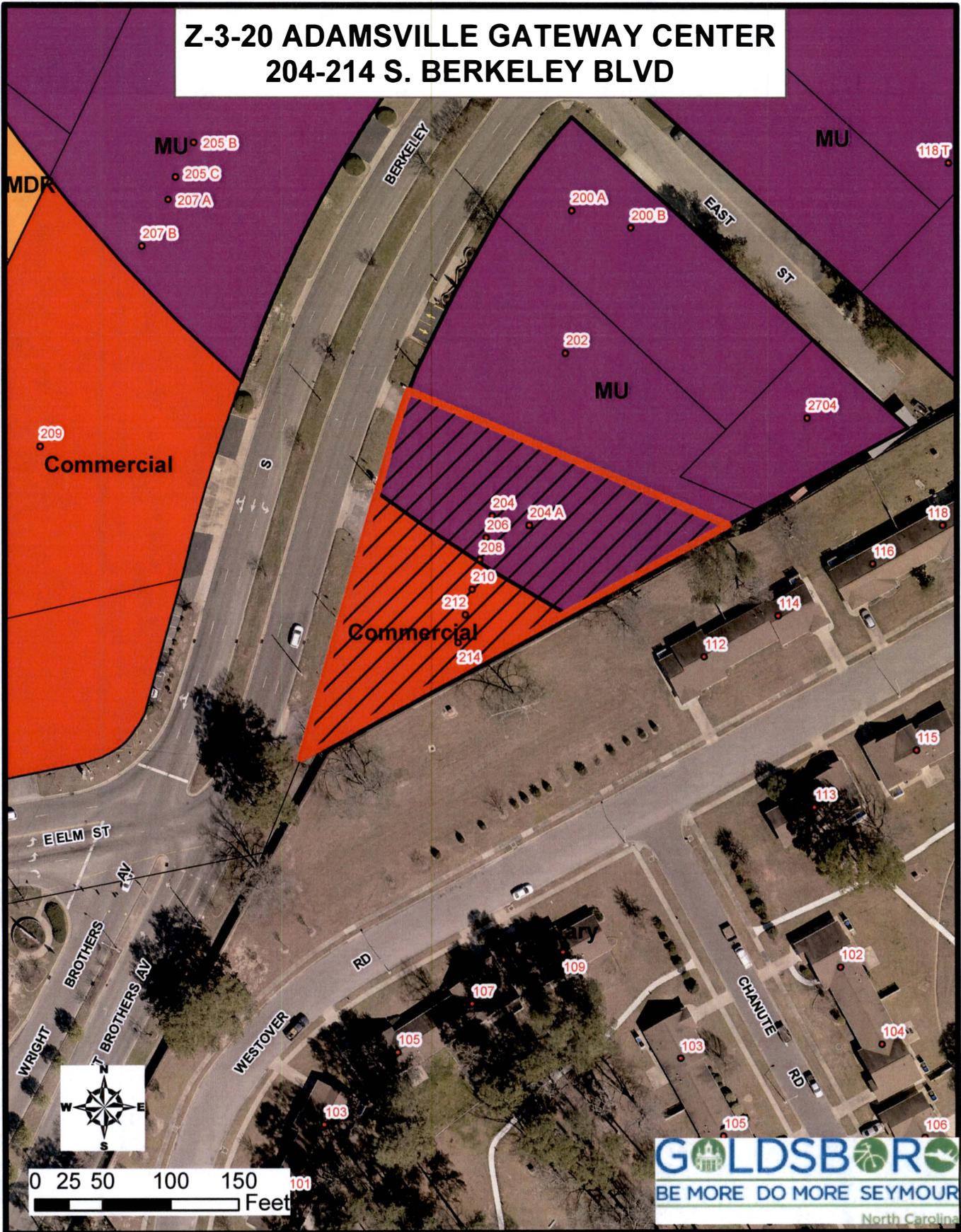


REZONING REQUEST

OWNER: GLENN SCOTT ADAMS
REQUEST: AMEND GENERAL BUSINESS CONDITIONAL DISTRICT USES
PROJECT: ADAMSVILLE GATEWAY CENTER
PIN #: 3519-10-2564
LOCATION: 204-214 S. BERKELEY BLVD.

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

Z-3-20 ADAMSVILLE GATEWAY CENTER 204-214 S. BERKELEY BLVD



REZONING REQUEST

OWNER: GLENN SCOTT ADAMS
REQUEST: AMEND GENERAL BUSINESS CONDITIONAL DISTRICT USES
PROJECT: ADAMSVILLE GATEWAY CENTER
PIN #: 3519-10-2564
LOCATION: 204-214 S. BERKELEY BLVD.

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

- SUBJECT:** Public Hearing – DRAFT FY20-24 Consolidated Plan (ConPlan) and FY20-21 Annual Action Plan (AAP)
- To receive and consider public input from citizens on the draft FY20-24 ConPlan and the FY20-21 AAP.
- BACKGROUND:** The Department of Housing and Urban Development (HUD) requires jurisdictions receiving federal funds from Community Development Block Grant and HOME Investment Partnerships programs to develop and submit a Five-Year Consolidated Plan. The plan identifies the needs of lower-income persons in the locality and the proposed actions to be taken to serve those needs. For each year during the ConPlan period, the City of Goldsboro submits an Annual Action Plan outlining the proposed projects to serve lower-to-moderate income (LMI) persons in Goldsboro.
- DISCUSSION:** Goldsboro’s draft FY20-24 ConPlan and the FY20-21 AAP was made available for review and comment on May 27, 2020 until 5:00 p.m. on June 25, 2020. The FY20-24 ConPlan and FY20-21 AAP will outline the proposed use of funds Goldsboro is expected to receive: **\$351,137** from CDBG, **\$237,076** from HOME, **\$206,554** from CDBG-CV and any other funding to be used in conjunction with these three grants. Goldsboro expects to receive **\$1,369,863** in CDBG; **\$1,348,095** in HOME; and **\$400,000** in Urgent Repair (URP) funds over the remainder of FY20-24 ConPlan.
- Additionally, the City will have available in FY20-21 approximately **\$180,123** in prior year CDBG funds and **\$525,028** in prior year HOME funds (prior year balances as of February 1, 2020) along with program income of **\$3,120** in CDBG and **\$4,048** in HOME. Due to the restrictive use of funds placed on the HOME program to focus on projects and/or activities designed exclusively to create affordable housing for LMI households, the City has historically each year carried over a substantial amount of prior years’ HOME funds when it has not undertaken large development projects.
- Advertisements were published in the Goldsboro News Argus on May 12, 2020, relative to the holding of a May 22, 2020 virtual public meeting before the Commission on Community Relations and Development, on May 15, 2020 relative to the FY20-24 ConPlan and FY20-21 AAP availability for thirty-day review and comment period, and a final advertisement was published on May 30, 2020 relative to the scheduling of June 15, 2020 public hearing before City Council. Comments received at this public

hearing, from the May 22, 2020 virtual public meeting, and during the thirty-day review and comment period will be incorporated as part of Goldsboro's final version of the FY20-24 ConPlan and FY0-21 AAP to be sent to HUD on or before July 15, 2020.

RECOMMENDATION: No action necessary. The Community Relations Department will have a final recommendation of the FY20-24 ConPlan and FY20-21 AAP for the Council's meeting on July 13, 2020.

Date: _____

Shycole Simpson-Carter
Community Relations Director

Date: _____

Timothy M. Salmon
City Manager

ssc

What will Goldsboro receive in this ConPlan?

Source of Funds	Expected Amount Available Year 1 (FY20-21)	Expected Amount Available Remainder of ConPlan (FY21-24)
Community Development Block Grant (CDBG)	Annual Allocation: \$ 351,137 Program Income: \$ 3,120 Prior Year Resources: \$ <u>180,123</u> Total: \$ 534,380	\$1,369,863
HOME Investment Partnerships (HOME)	Annual Allocation: \$ 237,076 Program Income: \$ 4,048 Prior Year Resources: \$ <u>525,028</u> Total: \$ 766,152	\$1,348,095
Community Development Block Grant-COVID (CDBG-CV)	Annual Allocation: \$ 206,554	\$0
Urgent Repair (URP)	Annual Allocation: \$ 100,000	\$400,000

Goals & Proposed Projects Identified in ConPlan

Goldsboro Target Goals

- 1) Affirmatively Further Fair Housing Choice
- 2) Increase Affordable Rental Housing Option
- 3) Increase Access to Affordable Homeownership Option
- 4) Improve-Expand Public Facilities Access & Capacity
- 5) Provide Essential Service & Employment Training
- 6) Provide Rehabilitation Owner-Occupied & City-Owned
- 7) Program Admin to Support ConPlan & AAPs Objectives



Goldsboro Proposed Projects

- 1) Fair Housing
- 2) Housing Counseling
- 3) Public Facilities & Improvements (City-Owned)
- 4) Public Services
- 5) Rehabilitation (Acquisition, Admin., & Public Owned Residential Bldgs.)
- 6) CHDO Reserve
- 7) Homebuyer Assistance
- 8) Homebuyer Assistance & Rehabilitation
- 9) Rental Housing Development
- 10) Program Admin to Support ConPlan & AAPs Objectives
- 11) COVID-19 Public Services Grants

City of Goldsboro
Community Development Block Group (CDBG) and HOME Investment Partnership (HOME) Programs
Conservative Five-Year Projections for Use of Funds (FY20-24 ConPlan)

ACTIVITY	CONPLAN & AAPs STRATEGIC PLAN GOAL	CDBG	HOME	OTHER FUNDS	CDBG-CV	CDBG	HOME	OTHER FUNDS	PROJECTED AVAILABLE FUNDS FY20-24									
		FY20-21 Funds				FY21-22 Funds			FY22-23 Funds			FY23-24 Funds			FY24-25 Funds			
Fair Housing	Goal 1: Affirmatively Further Fair Housing Choice	2,000				2,000			2,000			2,000			2,000			10,000
Housing Counseling (13A)	Goal 3: Increase Access to Affordable Homeownership Option	6,120				6,120			6,120			6,120			6,120			30,600
Public Facilities & Improvements (WA Foster)	Goal 4: Improve-Expand Public Facilities Access & Capacity	150,000				150,000			36,510			0			0			336,510
Public Facilities & Improvements (City-Owned)	Goal 4: Improve-Expand Public Facilities Access & Capacity	190,123				0			50,000			120,000			120,000			480,123
Public Services (15% limit CDBG Up to \$52,671 Max.) (CDBG-CV no cap)	Goal 5: Provide Essential Service & Employment Training	30,000			165,236	30,000			30,000			40,000			40,000			335,236
Rehabilitation: Acquisition (Land Banking & Preservation)	Goal 6: Provide Rehabilitation Owner-Occupied & City-Owned	40,910				40,000			70,000			60,084			54,374			265,368
Rehabilitation: Administration	Goal 6: Provide Rehabilitation Owner-Occupied & City-Owned	5,000				7,396			9,567			5,036			7,432			34,431
Rehabilitation: Public Owned Residential Buildings	Goal 6: Provide Rehabilitation Owner-Occupied & City-Owned	40,000				38,928			61,561			50,645			44,373			235,507
CHDO Reserve (15% min.)	Goal 3: Increase Access to Affordable Homeownership Option		41,609				40,837			41,271			42,805			38,434		204,956
Homebuyer Assistance (Downpayment & Closing)	Goal 3: Increase Access to Affordable Homeownership Option		62,000				60,000			60,000			60,000			49,000		291,000
Housing Development (City) (Acquisition & Rehabilitation)	Goal 3: Increase Access to Affordable Homeownership Option		113,807				75,028			23,000			40,923			0		252,758
Rental Housing Development	Goal 2: Increase Affordable Rental Housing Option		250,000				250,000			0			180,000			120,000		800,000
Rental Housing Development (HOME Funds Carryover)	Goal 2: Increase Affordable Rental Housing Option		275,028				49,947			129,065			0			0		454,040
Local HOME Match			0				0			0			0			0		0
Program Administration (Max. CDBG 20%; HOME 10%; CDBG-CV 20%)	Goal 7: Program Admin to Support ConPlan & AAPs Objectives	70,227	23,708		41,308	67,831	21,860		65,660	22,149		70,191	21,179		67,795	22,598		494,505
Urgent Repair	Goal 6: Provide Rehabilitation Owner-Occupied & City-Owned			100,000				100,000			100,000			100,000			100,000	500,000
Total Allocations		\$534,380	\$766,152	\$100,000	\$206,544	\$342,275	\$497,672	\$100,000	\$331,418	\$275,485	\$100,000	\$354,076	\$344,907	\$100,000	\$342,094	\$230,032	\$100,000	\$4,725,034
		\$1,607,076				\$939,947			\$706,902			\$798,983			\$672,126			

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

- SUBJECT:** Public Hearing on FY2020-2021 Annual Operating Budget
- BACKGROUND:** The North Carolina General Statute §159-12 requires the governing board to conduct a public hearing prior to the adoption of the annual operating budget. Statute further requires that the budget officer file notice of the availability of the budget for public inspection and the date and time of the budget hearing. This was done on Saturday, May 30, 2020 in the Goldsboro News-Argus, and additionally published on the City's website and via social media.
- DISCUSSION:** Upon closing of the public hearing, staff will be prepared to present the FY2020-2021 annual operating budget ordinance for proposed adoption at the June 15, 2020 meeting.
- RECOMMENDATION:** It is recommended:
1. Conduct public hearing on the annual operating budget at the June 15, 2020 council meeting at 7:00 p.m.
 2. Establish any additional budget work session(s) date(s) and times, if necessary before June 30, 2020 at midnight.
 3. If no further discussion is requested, adopt the FY2020-2021 annual operating budget ordinance at the June 15, 2020 meeting.

Date: 06/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

AFFP

City of Goldsboro Notice of Pu

**City of Goldsboro
Notice of Public Hearing
FY 2020-2021 Budget**

Affidavit of Publication

STATE OF NC }
COUNTY OF WAYNE } SS

John McClure, being duly sworn, says:

That he is Publisher of the Goldsboro News-Argus, a daily newspaper of general circulation, printed and published in Goldsboro, Wayne County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

May 30, 2020

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

SIGNED:



Publisher

Subscribed to and sworn to me this 30th day of May 2020.



Evelyn L Little, Customer Service Rep, Wayne County, NC

My commission expires: April 10, 2024

40090942 40369880

Chestine Faison
City Of Goldsboro
Po Drawer A
Goldsboro, NC 275333

4-10-2024

The public is hereby advised that per G.S. 159-12, the City Manager has submitted the proposed budget for the City of Goldsboro for FY 2020-2021 to the Mayor and the City Council. A copy of the proposed budget for the fiscal year beginning July 1, 2020 and ending June 30, 2021 is on file in the office of the City Clerk and on the City of Goldsboro's website, <http://www.goldsboronc.gov/>. The budget is available for public inspection during normal business hours from 8:00 a.m. to 5:00 p.m. until the budget ordinance is adopted. The City Clerk's office is located in City Hall at 200 North Center Street, Goldsboro, North Carolina.

The City Council will conduct a public hearing on the proposed budget during their regularly scheduled meeting on Monday, June 15, 2020 at 7:00 p.m., or as soon thereafter as may be heard, in the Large Conference Room located at the City Hall Annex Building, Room 206 at 200 North Center Street, Goldsboro, North Carolina. Any person who wishes to be heard on the budget may appear.

Catherine F. Gwynn
Director of Finance

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Amendment to the WNB Landlord, LLC Redevelopment Agreements

BACKGROUND: Rehab Development, Inc. (WNB Landlord, LLC), the Design-Build company is investing over \$12M in rehabilitating six historic buildings downtown. All properties are in need of significant rehabilitation to make them productive once again.

The original agreement for this project was approved by Council on November 20, 2017.

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

DISCUSSION: The originally approved agreements state the completed project will result in a minimum of 12,000 sq. ft. of commercial, ready-to-lease space and 55 market-rate residential units and successfully repurposing 68,000 sq. ft. of vacant, non-productive space. After official measurements and consulting professionals in the construction process, the project will result in approximately 10,900 sq. ft. of commercial space and not less than 60 market-rate residential units. The total building area will be 67,000 sq. ft.

WNB Landlord, LLC is requesting to amend these agreements to reflect these revisions.

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

1. The developer will be building not less than 60 housing units. They are/have submitted plans for 63 units.
2. The developer will be building approximately 10,900 SF of commercial space.
3. The project's entire scope, upon most recent actual measurements done by their architect, is approximately 67,000 square feet.

Date: _____

Randy Guthrie, Assistant City Manager

Date: _____

Tim Salmon, City Manager

WNB Landlord, LLC
8601 Six Forks Road, Suite #250
Raleigh, NC 27615

06/06/2020

To: City of Goldsboro and County of Wayne

Subject: Wayne National Building Historic Redevelopment Project

Greetings to our patient friends in Goldsboro. As you are all aware, this project has been extraordinarily complicated, for a myriad of reasons, and we have overcome many obstacles together. We are pleased to report that we are finally nearing the finish line in order to be able to commence construction. Thank you for hanging in there with us as circumstances have been a bit turbulent on this one, as these type of projects often can be.

As we are now in the process closing out our final lending in tax credit syndication package. It has been brought to our attention that some of the earlier square footage numbers cited in our Economic Development, Historic Preservation and Urban Redevelopment Agreement between The City of Goldsboro and WNB Landlord, LLC, as well as the Economic Development, Historic Preservation and Urban Redevelopment Agreement between The City of Goldsboro, The County of Wayne and WNB Landlord, LLC need to be slightly modified. In short, the square footage numbers cited in the current agreement that was executed on February 15, 2019, were unfortunately not completely accurate and we apologize for that discrepancy. This was just recently discovered as we are wrapping up final underwriting due diligence and will need to amend the agreements to correctly reflect the most accurate information and square footage numbers we have today.

The scope and size of the project has not changed in any material way. We are actually planning to build 8 more residential units than previously agreed to and the overall project cost has increased since these agreements were finalized. However, the commercial component of the project's square footage, now that we are submitting plans for permit, is slightly less than what our executed agreement stipulates. The building footprints will only allow for approximately 10,900 SF of Commercial Square Footage, which is about 1100 square feet less than cited in the previously executed agreements. The overall building square footage of the project is also coming in at 67,000 square feet, which is 1000 square feet less than the 68,000 square feet cited in these agreements.

We request changing the quantitative facts of both these agreements to be reworded to reflect the following;

1. We will now be building not less than 60 housing units. We are/have submitted plans for **63 units.**
2. We will be building **approximately 10,900 SF of Commercial Space.**
3. The project's entire scope, upon most recent actual measurements done by our Architect, is **approximately 67,000 square feet.**

There are multiple paragraphs in each agreement that need to be amended to correctly reflect these facts and we are happy to have a conversation with anyone from the City or County's office to ensure that these changes are properly reflected if at all necessary.

Many thanks to all for their collective efforts on this and we look forward to having hammers swinging very soon.

Kind regards,

J. Patrick Reilly
Managing Member
WNB Landlord, LLC

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

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

AGREEMENT

This Agreement (“Agreement”) is entered into effective as of _____, 2020 (the “Agreement Date”) by and between WNB Landlord, LLC, a North Carolina limited liability company (the “Company”), the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the “City”) and the County of Wayne, North Carolina, a body politic and political subdivision of the State of North Carolina (the “County”).

RECITALS

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of ~~at least fifty-five (55)~~ not less than sixty (60) apartments and ~~twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space affecting ~~over sixty-eight thousand (68,000)~~ approximately sixty-seven thousand (67,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the “Project”), as further described in Section I.A. of this Agreement; and

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

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

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

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

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

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne County Register of Deeds in form and substance substantially similar to Exhibit A; and

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

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

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

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

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

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City and County deem the grant provided to the Project as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, the County and their citizens; and

WHEREAS, the City and County deem this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby both governmental bodies will recoup their invested funds from revenue generated by

improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

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

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

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

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

TERMS AND CONDITIONS

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

A. **SCOPE OF PROJECT AND INVESTMENT.** Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.
6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

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

- B. BUILD, OPEN AND OPERATE PROJECT. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including ~~at least fifty-five (55)~~ not less than sixty (60) apartment units and the creation of ~~at least twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space, affecting approximately ~~sixty-eight thousand (68,000)~~ sixty seven thousand (67,000) square feet of historic square footage in downtown Goldsboro. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include landscaping and other appurtenances necessary and traditional for Company's business or as provided by law. Company shall comply

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

C. **LANDMARK STATUS.** As long as the Properties meet the applicable requirements for local historic landmark status and any of the Properties are designated a local historic landmark by the historic preservation commission in accordance with North Carolina law, the City and County will confer the maximum property tax benefit of such status, not to exceed a 50% property tax deferment, to the Company for each of such Properties as are designated a local historic landmark. Local historic landmark status shall be designated on an individual property basis and shall not be conferred on the Project as a whole. The property tax benefit shall only be applicable to such Properties making up the Project which meet the applicable requirements for said local historic landmark status.

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

A. The Grant funding shall begin the first year the Project is placed in service and a Certificate of Occupancy has been issued (the “Base Year”) and the Company presents copies of the Wayne County Tax Assessor’s listing of tax value for the Project Properties to the persons whom notice must be given in Section X (the “Contacts”) along with a request that the incentive payments begin. Company shall update this information at least annually on the anniversary date of the first notification that the investment has been made for the term of this Agreement. Company will promptly provide to the Contacts such information evidencing compliance with this requirement as the City or County may request.

1. The City and County agree to fund the Grant to Company, for a term of ten (10) years beginning in the Base Year.
2. The Grant payments shall be calculated based on the Assessed Valuation of the applicable real property for the applicable tax year as paid multiplied in accordance with the table below.

COUNTY	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Assessed Valuation for applicable Tax Year multiplied by:	0.006635 X 90%	0.006635 X 75%	0.006635 X 60%	0.006635 X 45%	0.006635 X 30%	0.006635 X 15%

CITY	Year 1 to 5	Year 6	Year 7	Year 8	Year 9	Year 10
Assessed Valuation for	0.0065 X 90%	0.0065 X 75%	0.0065 X 60%	0.0065 X 45%	0.0065 X 30%	0.0065 X 15%

applicable Tax Year multiplied by:						
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- (i) “Assessed Valuation” means the Wayne County Tax Assessor’s official valuation of the applicable real property and improvements thereon for property taxation purposes, subject to the Wayne County’s customary verification procedures and valuation procedures for subsequent years.
 - (ii) The 0.006635 number set forth above is the current ad valorem County tax rate. The 0.0065 number set forth above is the current ad valorem City tax rate. The number is subject to change based on the actual tax rates for the applicable year in which each Grant payment is calculated and paid.
 - (iii) “Tax Year” means the calendar year preceding the payment of an annual Grant payment. For instance, for a 2015 investment, the increase in a property’s value will be captured by the Tax Assessor in 2016 values (January 1, 2016). Ad valorem taxes are billed each August and are due without penalty by the following January 6.
3. Each of the parties agree that calculation of the incentives is based on the Assessed Valuation of the Properties. If the Assessed Value of the Properties (or any part of them) is disputed by the Company, its agents, employees or lawyers, then this Agreement shall be tolled provided that the Company notifies the City and County in writing that it has made such appeal, until the Assessed Value is determined by a tribunal of proper jurisdiction or otherwise resolved, and the Company gives written notice to the City and County the dispute of the Assessed Valuation has been resolved.
 4. The City and County will each pay the Grant to Company in each of the first ten years, as outlined above, in which Company pays taxes for real property located within the Project, provided that the provisions of this Section II have been met and that Company has requested such Grant payment in writing (including written proof of payment of its City and County ad valorem property taxes for the year for which the Company is seeking the Grant). The City, County and Company each are entitled to receive from one another such public records related to the Company’s real property investment in the Project as each may reasonably request.
 5. Upon receipt of a written request from the Company, no later than March 31 of the Base Year, the City and County shall pay the first annual Grant payment to the Company , provided that the data requested under this Section II is verified by City and County staff. City staff may request and are entitled to receive any documents Company gave or showed to the County to allow the County to ascertain the values of the Properties for tax purposes. The real property valuations made by the County Tax Assessor are deemed by both parties to be

the conclusive and final determination of the Investment made by the Company; provided, that the Company does not waive any rights it may have to challenge any assessment under the City's or County's standard procedures and processes. The City and County shall not make any Grant payments based on the values of disputed investments. The City and County shall make the Grant payments in subsequent years provided that Company has met all of the requirements for each successive year as set forth herein and submits documents as required in Section IX.C. accompanied by a request for payment.

6. In no event will the Grant payment for any year exceed 90% of the City or County ad valorem property taxes paid by the Company with respect to the Properties for the corresponding year. In no case shall the City or County make any Grant payment(s) for any year and any subsequent year during which the Company ceases operations. "Ceases Operations", as used herein and hereafter, includes but is not limited to: (i) failing to market vacant residential or commercial spaces within the improvements on the Properties for tenancy, (ii) failing to maintain the improvements on the Properties to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for any residential premises located on the Properties, (iv) failing to maintain any commercial premises located on the Properties applicable minimum standards for use, (v) allowing any improvements to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any improvements on the Properties to be labeled as demolition by neglect under applicable City ordinances or zoning code).

III. REDUCTION AND CESSATION OF INCENTIVES.

- A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City or County by Company related to the Project at the time a Grant payment is to be paid, the City and County may set off from any Grant any amount(s) so owed by Company to City or County.
- B. The Investment in the Project by Company must be made by the Investment Date. If, for any reason, Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), or any part thereof by the Investment Date, the City and County will have no further responsibility to pay the Grant.
- C. The City and County are not required to make any Grant payments to Company at any time after any public announcement by Company of its plan to cease operations at the Project.
- D. The City and County are not required to make any Grant payments to Company at any time after Company or any of its affiliates owning the Project file bankruptcy. Any obligation of the City and County to participate in any further grants associated with the Project shall be terminated.

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

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

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

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

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

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

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

VIII. REPRESENTATIONS.

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

- A. The Company (i) is a North Carolina limited liability company duly formed and validly existing under the laws of the State of North Carolina; (ii) is duly qualified to transact business and exists in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full limited liability company power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.
- B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.
- C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
- D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

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

- A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.
- B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.
- C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.
- D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.
- E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

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

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

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

- B. The County has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the County's legal, valid, and binding obligation, enforceable in accordance with its terms.
- C. To the County's knowledge, there is no litigation or proceeding pending or threatened against the County or affecting it which would adversely affect the validity of this Agreement.
- D. To the best of the County's knowledge at the time of execution of this Agreement, the County is not in default under any provision of State law which would affect its existence or its powers.
- E. To the best of the County's knowledge at the time of execution of this Agreement, no officer or official of the County has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.

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

IX. ROOFTOP USE AND ACCESS. Company shall allow City and/or City's designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by City and/or City's designee of an antenna(s) and related equipment for future use by City and/or City's designee. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City within thirty (30) days of City's reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's requirement to obtain such

consent. Prior to installation, City shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and/or City's designee reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and/or City's designee shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City and Company agree to engage in good faith negotiations for an extension, at City's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

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

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

C. **NOTICES.**

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

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.
Attn: Kelly M. Otis

110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

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

With copy to:

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

Requests for Disbursements to:

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

With a copy to:

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

If to the County:

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

With a copy to:

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

Requests for Grants to:

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

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

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

- D. **NON-BUSINESS DAYS.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.
- E. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **BINDING EFFECT.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.
- G. **TIME.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **LIABILITY OF OFFICERS & AGENTS.** No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- I. **COUNTERPARTS.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- J. **PROVIDE W-9 TO CITY & COUNTY.** Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.
- K. **DISSOLUTION OF COMPANY.** If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and void or the Company shall execute a new Agreement, satisfactory to the City and County, showing the Company's correct legal entity.

- L. **NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION.** The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose “Public Records” as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as “confidential” pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.
- M. **FORCE MAJEUR.** Any delay in the performance of any of the duties or obligations of either party hereunder (the “Delayed Party”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- N. **SEVERABILITY.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties’ entire agreement.
- O. **AUDIT RIGHT.** The City and County reserve the right to require a certified audit at either’s expense or may perform the audit through the use of its staff pertaining to the

Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.

- P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.
- Q. This Agreement is intended by the Parties and does hereby replace any agreements previously entered into by the parties on this development project, specifically the previous agreement dated February 15, 2019.

[Signature Follow on the Following Pages]

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

COMPANY:

WNB LANDLORD, LLC

By: _____
Patrick Reilly, Managing Member

Date: _____

CITY:

CITY OF GOLDSBORO

By: _____
Melissa Capps, City Clerk

By: _____
Chuck Allen, Mayor

Date: _____

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

By: _____
Catherine Gwynn, Finance Director
City of Goldsboro, North Carolina

Date: _____

COUNTY:

COUNTY OF WAYNE

By: _____
Name: _____
Title: _____

By: _____
E. Ray Mayo, Chairman County
Commissioners

Date: _____

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

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

Date: _____

Exhibit A

COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street, 106 S. John Street, 135 W. Walnut Street and 139 W. Walnut Street, in Goldsboro, Wayne County, North Carolina, hereinafter referred to as the “Subject Property”, are buildings of recognized historical, cultural and architectural significance; and

WHEREAS, the City of Goldsboro (hereafter the “City”) and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the “Company”) both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

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

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

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

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

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the “Covenants”):

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

such assignment shall be made to the State of North Carolina which shall be the sole party entitled to administer those Covenants.

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as defined in the Agreement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabilitation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of the Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Base Year, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successors in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successor in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject

Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall repay to the City and County of Wayne (the "County") any incentives funded to the Company pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such Agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.
8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.
9. For a period of ten (10) years from the date of the recordation of this Agreement, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilitation Standards.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the

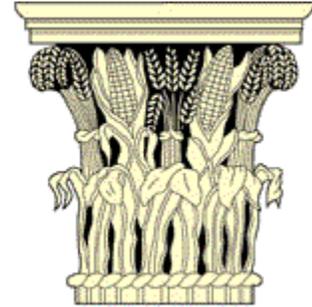
Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.

14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings located thereon are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.
15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.
16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.
17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina

State Historic Preservation Office

Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



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

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

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

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

STATE OF NORTH CAROLINA
COUNTY OF WAYNE

ECONOMIC DEVELOPMENT, HISTORIC
PRESERVATION & URBAN REDEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
GOLDSBORO AND WNB LANDLORD, LLC

AGREEMENT

This Agreement (“Agreement”) is entered into effective as of _____, 2020 (the “Agreement Date”) by and between WNB Landlord, LLC, a North Carolina limited liability company (the “Company”), and the City of Goldsboro, North Carolina, a North Carolina municipal corporation (the “City”).

RECITALS

WHEREAS, this agreement between the parties relates to an economic development, historic preservation, Municipal Service District and downtown urban redevelopment project to assist the Company in the rehabilitation of six (6) buildings that will result in mixed-use space within the Central Business District of ~~at least fifty five (55)~~ not less than sixty (60) apartments and ~~twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space affecting ~~over sixty eight thousand (68,000)~~ approximately sixty-seven thousand (67,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the “Project”), as further described in Section I.A. of this Agreement; and

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

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

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

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

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

WHEREAS, Company has agreed to enter into a historic preservation agreement with the City whereby Company grants to the City historic preservation easements and restrictions, in the form attached hereto as Exhibit A, upon the Project for the protection of the historic assets located upon the Project, and said easements and restrictions shall be recorded in the Office of the Wayne County Register of Deeds in form and substance substantially similar to Exhibit A; and

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

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

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

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

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

WHEREAS, the properties described in Section I.A. of this Agreement have either been vacant or underutilized with insignificant reinvestment and repairs for a substantial time and the City attempted to secure investors for four of the properties that make up the Project and received only one response; and

WHEREAS, the City deems the making of this loan and the rehabilitation of the Project, as more particularly described herein, which will result in historic rehabilitation, reinvestment and reuse of the Properties (as defined below) as a mixed-use project, to be in the best interest of downtown Goldsboro, the City, and its citizens; and

WHEREAS, the City deems this Project to be: (1) an economic development project that will benefit the public, spur job creation and result in an increase in property value whereby the

City will recoup its invested funds from revenue generated by improvements to the property; (2) address urban renewal of a blighted area as recognized by the State through its prior UPZ classification; and (3) aid in downtown revitalization efforts within the established Goldsboro MSD by promoting business investment in the downtown areas; and

WHEREAS, to encourage community comment and to fulfill the requirements of the North Carolina General Statutes, following advertisement in the *Goldsboro News Argus*, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on November 20, 2017; and

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

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

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

TERMS AND CONDITIONS

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

A. SCOPE OF PROJECT AND INVESTMENT. Company shall spend a minimum of Seven Million Nine Hundred Thousand and No/100 Dollars (\$7,900,000.00) (the "Investment") no later than the date (the "Investment Date") which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program which is currently set to expire on January 1, 2020, on capital costs related to the development and equipping of the Project which consists of the following properties (each, individually, a "Property" and collectively, the "Properties"):

1. 200/202 E. Walnut Street, for planning address purposes, but defined by the Wayne County Tax Office as Cor. S. John & Walnut Street, once individually

recorded prior to 2017 in Deed Book 1116, Page 0553, PIN 259995-4529 but now combined and in Deed Book 3275, Page 262, PIN 2599954529.

2. 204 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1259, Page 583, PIN 2599954548, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
3. 206 E. Walnut Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1463, Page 651, PIN 2599954578, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
4. 106 S. John Street, for planning address purposes, and once individually recorded prior to 2017, was in Deed Book 1116, Page 553, PIN 2599954449, but now combined and in Deed Book 3275, Page 262, PIN 2599954529.
5. 135 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.
6. 139 W. Walnut Street, recorded in the Wayne County Deed Book 1364, Page 775, PIN 2599865018.

The Properties constitute the Project for purposes of this Agreement.

After investing a minimum of Seven Million Nine Hundred Thousand Dollars (\$7,900,000.00), the Project is estimated and expected to have a total value, including land, equal to or greater than Seven Million Dollars (\$7,000,000.00). These expenditures are planned to occur beginning in 2019, and shall be for real property improvements which are subject to ad valorem property tax levied on property located in Wayne County pursuant to Article 25, Chapter 105 of the North Carolina General Statutes or any successor statute relating to ad valorem property tax Wayne County levies on property.

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

B. BUILD, OPEN AND OPERATE PROJECT.

1. Company must repair, rehabilitate, open and operate the Project as a mixed-use project including ~~at least fifty-five (55)~~ not less than sixty (60) apartment units and the creation of ~~at least twelve thousand (12,000)~~ approximately ten thousand nine hundred (10,900) square feet of commercial space, affecting approximately ~~sixty-eight thousand (68,000)~~ sixty seven thousand (67,000) square feet of historic square footage in downtown Goldsboro.
2. The improved buildings shall be completed in accordance with the Department of Interior Standards for Historic Preservation. The Project may include

landscaping and other appurtenances necessary and traditional for Company's business or as provided by law.

3. Company shall comply with all requirements of the City's planning, development and land use ordinances, as they may from time to time be amended, in developing the Project.
4. Company agrees to maintain and operate all units within this Project at market-rate rental rates consistent with the then current market-rate level for downtown Goldsboro at such time as the Project receives a Certificate of Occupancy, unless otherwise agreed upon between the parties in writing amending this agreement.

II. CITY ECONOMIC DEVELOPMENT, HISTORIC PRESERVATION AND REDEVELOPMENT INCENTIVE. The City will provide a Three Hundred Thousand Dollar (\$300,000.00) performance based loan to Company (the "Loan") paid out after certain Project performance measures are met and, provided that the provisions of this Agreement are met, the loan will be forgiven. Satisfaction of the promissory note and release and termination of the deed of trust will occur 10 years after the occurrence of the disbursement set forth in II. B.3. below and in accordance to Section III, Paragraph E of this Agreement. Prior to funding of the loan, the Company shall grant the City a subordinate lien on the properties, until specified in Section II, Paragraph B, Subparagraph 3. The City's lien shall be in the form of a Deed of Trust securing the indebtedness in a Promissory Note of even date therewith in form acceptable to both the City and the Company, which Deed of Trust shall be subordinate to all other purchase money and construction Deeds of Trust encumbering the Project resulting from the rehabilitation of the Project. The City agrees to execute all additional documentation required by the Company's investors and lenders to evidence the subordinate nature of the City's lien on the Project as to those Deeds of Trust incurred in the rehabilitation of the Project.

- A. In consideration of the Company's agreement to conduct the Project and to subject the Project to the covenants contained in "Exhibit A", the City will provide the Loan pursuant to the terms set forth in Section B to the Company.
- B. The Loan shall be distributed in three installments of One Hundred Thousand and No/100 Dollars (\$100,000.00) each during the course of construction. Each disbursement shall be issued only after the Company provides a written request for the specific installment, along with the enumerated approval, permit or certificate documentation to the Project Coordinator at the address listed in Section IX. The disbursement of the Loan will be paid out as described below.
 1. The first disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made upon approval of the Company's construction plans and issuance of a building permit by the City for rehabilitation of two of the properties located at 135 W. Walnut Street and 139 W. Walnut Street.

2. The second disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made upon acknowledgment by the Company and the City Inspections Department that the rehabilitation of 135 W. Walnut Street and 139 W. Walnut Street have reached 50% of the total project construction and that the Company has submitted construction plans and received building permits for the remaining four properties, located at 200 E. Walnut Street, 202 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street.
 3. The third and final disbursement of One Hundred Thousand and No/100 Dollars (\$100,000.00) will be made when Company has received a Certificate of Occupancy for each of the Project properties within the Project Scope, in fulfillment of the Three Hundred Thousand and NO/100 Dollar (\$300,000.00) incentive.
- C. In no case shall the City make any disbursement of funds for any year and any subsequent year during which the Company ceases operations (“ceases operations”, as used herein and hereafter, includes but is not limited to: (i) failing to market vacant properties for tenancy, (ii) failing to maintain the property to applicable state and local building, plumbing, electrical, and fire codes, (iii) failing to maintain minimum housing standards for residential premises, (iv) failing to maintain commercial premises to applicable minimum standards for use, (v) allowing any premises to be declared an unsafe building or unfit for human habitation by the local building inspector, (vi) allowing any property to be labeled as demolition by neglect under applicable City ordinances or zoning code) at any property constituting the Project.

III. REDUCTION, RECAPTURE AND CESSATION OF INCENTIVES.

- A. If Company is not current on all taxes, fees, assessments or other amounts owed to the City by Company related to the Project at the time a loan disbursement is to be made, the City may set off from any disbursement amount(s) so owed by Company to City.
- B. TIMELINE FOR INVESTMENT.
1. The Investment in the Project by the Company must be made no later than the Investment Date. All written disbursement requests must be submitted not later than fifteen (15) days prior to the Investment Date.
 2. If for any reason Company fails to invest at least Seven Million Nine Hundred Thousand Dollars (\$7,900,000), or any part thereof by the Investment Date, the City will have no further responsibility to make loan disbursements after the Investment Date.
- C. If Company ceases to operate any property constituting the Project at any time within ten years of the effective date of this Agreement, then Company shall not be entitled to any further loan disbursements otherwise due the Company under this Agreement.

- D. The City is not required to make any loan disbursements to Company at any time after any public announcement by Company of its plan to cease operations at the Project or at any time after Company or any of its affiliates owning the Project file bankruptcy.
- E. If the Company, at its election, either ceases operations at any Property constituting the Project or otherwise ceases to use the Project for the purposes contemplated herein, in either case within ten years after the issuance of a Certificate of Occupancy for the last building included in the Project (the “Final CO Date”), for any reason other than nonperformance by the City of its covenants under this Agreement, then, at the City’s request, the Company shall refund to the City a percentage of the Loan previously funded to the Company, in each case depending on the year after the Final CO Date in which the Company ceases operations at any of the properties constituting the Project, as determined by the following:

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

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

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

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

been or will be properly designed, or will accomplish the results which Company intends therefore, or (iii) is safe in any manner or respect.

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

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

- VI. **TERMINATION OF AGREEMENT.** This Agreement shall terminate ten (10) years after the Final CO Date. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement and in Section III, E.
- VII. **ASSIGNMENTS.** The Company shall not assign this Agreement or any portion thereof without the written consent of the City, nor shall the Company assign any funds due or to become due to it hereunder without the prior written consent of the City; provided, however, the Company shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement). However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company's obligations hereunder.

VIII. **REPRESENTATIONS.**

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

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

- B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.
- C. The Company has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
- D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

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

- A. At the time of execution of this Agreement, the City (i) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (ii) by proper action has duly authorized the execution and delivery of this Agreement; and (iii) is not in default under any provisions of this Agreement.
- B. The City has duly authorized, executed, and delivered this Agreement, and this Agreement constitutes the City's legal, valid, and binding obligation, enforceable in accordance with its terms.
- C. To the City's knowledge, there is no litigation or proceeding pending or threatened against the City or affecting it which would adversely affect the validity of this Agreement.
- D. To the best of the City's knowledge at the time of execution of this Agreement, the City is not in default under any provision of State law which would affect its existence or its powers.
- E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- F. The City shall be obligated to make each Loan payment(s) to Company within six (6) months of the completion of the performance measure required for such Loan payment as set forth in Section II.B. of this Agreement.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING

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

IX. ROOFTOP USE AND ACCESS. Company shall allow City and/or City's designee use of the rooftop of the property located at 139 W. Walnut Street (Wayne National Building) (the "Wayne National Building Property") for the purpose of placement by City and/or City's designee of an antenna(s) and related equipment for future use by City and/or City's designee. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and consented to by Company, such consent to not be unreasonably withheld; provided however, in no event shall said antenna and/or equipment interfere with Company's interest in or use of the Wayne National Building Property or the preexisting interest in or use of the Wayne National Building Property by other parties. Failure by Company to respond to City within thirty (30) days of City's reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's requirement to obtain such consent. Prior to installation, City shall provide specifications of all equipment to Company. In addition to rooftop access for installation of the antenna and supplemental equipment, Company agrees to allow City and/or City's designee reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and/or City's designee shall have said rooftop use and access for a period of twenty (20) years from the date Company, its affiliates and/or subsidiaries obtain ownership of the Wayne National Building Property. City and Company agree to engage in good faith negotiations for an extension, at City's request, upon the termination of the initial twenty (20) year term. In the event Company, its affiliates and/or subsidiaries sell the Wayne National Building Property during the initial twenty (20) year term, Company, its affiliates and/or subsidiaries shall convey to City an easement for rooftop access as described hereinabove, for the remainder of said initial term, to be recorded in the office of the Wayne County Register of Deeds.

X. MISCELLANEOUS

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

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

C. NOTICES.

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

If to Company:

Patrick Reilly
Rehab Development Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615

With Copy to:

Jeff Blum
Level 2 Development
1875 Connecticut Ave. NW, 10th Floor
Washington, DC 20009

And a Copy to:

Blanco Tackaberry & Matamoros, P.A.
Attn: Kelly M. Otis
110 S. Stratford Road, Suite 500
Winston-Salem, NC 27104

If to the City:

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

With copy to:

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

Requests for Disbursements to:

Downtown Development Office
ATTENTION: Incentive Grants Payment Request
219 N. John Street

Goldsboro, NC 27530

With a copy to:

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

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

- D. **NON-BUSINESS DAYS.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day.
- E. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement constitutes the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **BINDING EFFECT.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations of the City and County under Sections I and II, other than the performance by Company of its obligations under this Agreement.
- G. **TIME.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **LIABILITY OF OFFICERS & AGENTS.** No officer, agent, or employee of the City, County or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.
- I. **COUNTERPARTS.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
- J. **PROVIDE W-9 TO CITY & COUNTY.** Company shall provide a completed W-9 form to the City and County upon execution of this Agreement.
- K. **DISSOLUTION OF COMPANY.** If the Company's legal entity is dissolved or suspended and the Company does not notify the City and County of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City and County, may be declared null and void or

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

- L. **NOTICE OF POTENTIAL DISCLOSURE OF CONFIDENTIAL COMPANY INFORMATION.** The Company acknowledges that it has been informed by the City and County that the City and County are required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes §132-1, upon request. All information disclosed to the City and County by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City and County upon request as provided by North Carolina General Statutes §132-6. The City or County may withhold from disclosure confidential records as defined by North Carolina General Statutes §132-1.2. The Company acknowledges that it has read and is familiar with the City and County obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute §132.1.2 the City and County shall, if they receive a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City and County public records requirements is given pursuant to North Carolina General Statutes §132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. All parties agree that this Section will survive the termination of the Agreement.
- M. **FORCE MAJEUR.** Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give prompt notice to the other parties of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.
- N. **SEVERABILITY.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

- O. AUDIT RIGHT. The City and County reserve the right to require a certified audit at either's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the capital investment condition described in this Agreement during normal business hours and upon reasonable prior notice.
- P. EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement shall be the date that the agreement is executed by all signatories.
- Q. This Agreement is intended by the Parties and does hereby replace any agreements previously entered into by the parties on this development project, specifically the previous agreement dated Febraury 15, 2019.

[Signature Follow on the Following Pages]

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

COMPANY:

WNB LANDLORD, LLC

By: _____
Patrick Reilly, Managing Member

Date: _____

CITY:

CITY OF GOLDSBORO

By: _____
Melissa Capps, City Clerk

By: _____
Chuck Allen, Mayor

Date: _____

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

By: _____
Catherine Gwynn, Finance Director
City of Goldsboro, North Carolina

Date: _____

Exhibit A

COVENANTS

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

WHEREAS, the City of Goldsboro (hereafter the “City”) and WNB Landlord, LLC, a North Carolina limited liability company (hereafter the “Company”) both desire that the Subject Property be rehabilitated and preserved for the enjoyment and edification of future generations; and

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

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

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

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

NOW THEREFORE, the Company hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreements easements, covenants and restrictions (collectively, the “Covenants”):

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

2. The Company covenants and agrees to rehabilitate the Subject Property according to the terms, conditions, and deadlines of the Economic Development Historic Preservation & Urban Redevelopment Agreement between the City of Goldsboro, County of Wayne and WNB Landlord, LLC (the "Agreement"), by or before the Investment Date (as such term is defined in the Agreement) and in accordance to the Department of the Interior's Standards for Rehabilitation (the "Rehabilitation Standards") and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) (the "Historic Properties Standards") so as to preserve the historical integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said Rehabilitation Standards are attached hereto and incorporated in these Covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.
3. The Company covenants and agrees that the Subject Property, upon completion of rehabilitation construction and issuance of a Certificate of Occupancy (CO), will be made available for lease at market rate rental rates consistent with the then current market rate level for downtown Goldsboro.
4. The Company shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.
5. When seeking modifications or waivers to the Rehabilitation Standards, the Company shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Company shall have the right to proceed according to its plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.
6. In case of any contemplated sale of Subject Property or any portion thereof by the Company or any successor in title thereto within ten (10) years of the Final CO Date, upon receipt of any bona fide offer from a third party to purchase the Subject Property or any portion thereof which the Company or its successor in title desires to accept, Company or its successor in title must notify the City or its successors of such bona fide offer. The City shall notify Company or its successors in title of its willingness to exercise its right of first refusal and purchase said property upon the same or better terms as set forth in the bona fide offer within thirty (30) days of receipt of said notice of such bona fide offer. Failure of the City to notify Company or its successor in title of its intention to exercise this right of first refusal within such thirty (30) day period shall be deemed a waiver by the City and its successors to exercise its right of first refusal, the right of first refusal shall lapse and Company and its successors in title shall be free to sell the Subject Property or any portion thereof pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's purchase shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.
7. In the event of a violation of these Covenants, which violation is not cured within ninety days of the Company's receipt of notice from the City regarding such violation, the Company shall

repay to the City and County of Wayne (the “County”) any incentives funded to the Company pursuant to the Agreement in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Company by the City and/or County pursuant to such agreement shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Company.

8. Representatives of the City shall have the right to enter the Subject Property at reasonable times, after giving reasonable notice, for the purpose of inspecting the buildings and grounds to determine if there is compliance by the Company with the terms of these Covenants.
9. For a period of ten (10) years from the Final CO Date, researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Company.
10. The Company shall insure any building located on the Subject Property against damage by fire or other catastrophe. If any original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the building in accordance with the Rehabilitation Standards.
11. The Company shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Company and the City against claims for personal injury, death and property damage.
12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these Covenants. The Company will provide a copy of these Covenants to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these Covenants. All subordination agreements executed by the mortgagees holding a lien on the Subject Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.
13. The Company does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Company, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property, but such failure to include such covenants and restrictions in the deed will not constitute a default by the Company hereunder.
14. The Subject Property may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may

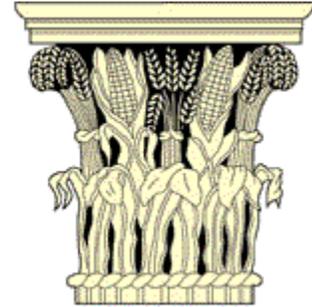
need to be removed or encapsulated before the buildings located thereon are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the Subject Property. The City is not liable in any way for any hazards, defects, or other problems with the Subject Property.

15. The Company and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of these Covenants. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.
16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the waiver of any right hereunder by the City shall discharge or invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.
17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

North Carolina

State Historic Preservation Office

Department of Cultural Resources
Office of Archives and History
Division of Historical Resources



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

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

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

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

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 119 N. James Street from John Patrick Reilly

BACKGROUND: Staff has received an offer to purchase city owned property. Council must either accept or reject the offer, and if accepted authorize advertisement for upset bids (G.S. 160A-266 and 160A-269).

DISCUSSION: The following offers have been received:

119 N. James Street

Offeror: John Patrick Reilly

Offer: \$60,000.00

Bid Deposit: \$6,000.00

Parcel #: 0103183 Pin #: 2599863376

Tax Value: \$39,320.00 Zoning: 10-Commercial

The offer is at least 50% of the tax value of the property. The bid deposit of 5% has been received in the form of a business check.

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

1. Accept or reject offer on 119 N. James Street.
2. If accepted, adopt attached resolution authorizing Finance to advertise for upset bids.

Date: 6/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Tim Salmon, City Manager

RESOLUTION NO. 2020- _____

RESOLUTION AUTHORIZING UPSET BID PROCESS

WHEREAS, the City of Goldsboro owns certain real property at **119 N. James Street (Pin #3509331059)**; and

WHEREAS, North Carolina General Statute § 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the City has received an offer to purchase the property described above, in the amount of **\$60,000.00 (Sixty Thousand Dollars and no/100)** submitted by **John Patrick Reilly (Offeror)**; and

WHEREAS, Offeror has paid the required five percent (5%) deposit on his/her offer in the amount of **\$6,000.00 (Six Thousand Dollars and no/100)**;

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

- 1) The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- 2) The Finance Director shall cause a notice of the proposed sale to be published in a newspaper of general circulation within its jurisdiction. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- 3) Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Finance Director at 200 N. Center Street, Goldsboro, NC 27530 during normal business hours within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Finance Director shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- 4) If a qualifying higher bid is received, the Finance Director shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
- 5) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- 6) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.
- 7) The terms of the final sale are:
 - a) City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed.
 - b) Buyer must pay with cash at the time of closing.
 - c) Buyer must pay closing costs.
- 8) The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
- 9) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. City officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this _____ day of _____, 2020.

Mayor

Attested by:

City Clerk

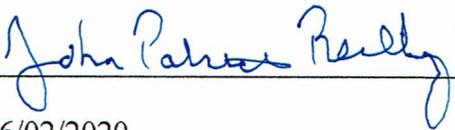
I, WNB Landlord, LLC would like to offer the

City of Goldsboro the sum of \$60,000.00 for the

purchase of property at the following location:

Parcel: 2599863376

Street: 119 N. James Street

Signed: 
Date: 6/02/2020

Name John Patrick Reilly

Address: 8601 Six Forks, Suite #250

Phone: 336-215-7849

Email: patrick@rehab-development.com

Amount of Bid Deposit: \$6000.00



WNB LANDLORD, LLC
8601 SIX FORKS ROAD STE 250
RALIEGH, NC 27615

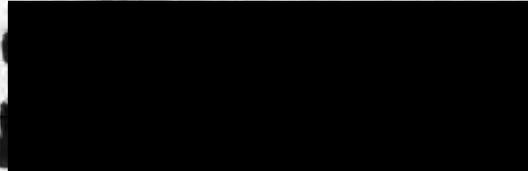
6/3/2020

PAY TO THE ORDER OF City of Goldsboro

\$ **6,000.00

Six Thousand and 00/100***** DOLLARS

MEMO
City of Goldsboro
PO Drawer A
200 N. Center Street
Goldsboro, NC 27530



⑈00 100⑈

WNB LANDLORD, LLC

1004

City of Goldsboro

6/3/2020

6,000.00

Self-Help CU Checkin

6,000.00



- Streets**
 - Local Roads
 - Interstate
 - US Routes
 - NC Routes
- Railroads**
- SJAFB Runway**
- Public Airports**
- Address Points**
- Parcels**
 - Previous Lot Lines
 - Lot-Line
 - Parcel-Hook
- City and Town**
- Extra Territorial Jurisdiction**
- County Borders**
- SJAFB Boundary**
- Surrounding Centerlines**
 - Interstate
 - US Route
 - NC Route
- Surrounding Counties**
- Regulated Ditches and Streams**
- Rivers and Lakes**

<u>OBJECTID</u>	<u>PIN</u>	<u>Owner Name</u>
7864	2599863376	CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u>	<u>Owner Address 2</u>
	PO BOX A	
<u>Owner Address 3</u>	<u>Owner City</u>	<u>Owner State</u>
	GOLDSBORO	NC
<u>Owner Zip</u>	<u>Unit or Apt</u>	<u>Deed Date</u>
27533-9701		8/22/2016 12:00:00 AM
<u>REID</u>	<u>Deed Book</u>	<u>Deed Page</u>
0103183	3246	451
<u>Sale Month</u>	<u>Sale Year</u>	<u>Sale Price</u>
8	2016	60000
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u>
		10 - COMMERCIAL
<u>Record Source</u>	<u>Property Address</u>	<u>Legal Description</u>
Owner	119 N JAMES ST	N JAMES ST
<u>Acres</u>	<u>Neighborhood</u>	<u>Account Number</u>
1	01701	76121320
<u>Township Code</u>	<u>Building Value</u>	<u>Outbuilding Value</u>
12	0	0
<u>Land Value</u>	<u>Total Market Value</u>	<u>Total Assessed Value</u>
39320	39320	39320
<u>Vacant Or Improved</u>	<u>Vacant or Improved 2</u>	
V		

Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

WAYNE COUNTY

CITY OF GOLDSBORO

119 N JAMES ST
76121320

CITY - GOLDSBORO (100), COUNTYWIDE ADVALOREM TAX (100), DOWNTOWN SPECIAL SERVICE DISTRICT (100)
N JAMES ST

Reval Year: 2019 Tax Year: 2020

Appraised by on 01701 CENTRAL BUSINESS DISTRICT

Return/Appeal Notes:

2599863376

UNIQ ID 103183 SPLIT FROM ID 47757

CARD NO. 1 of 1

1.000 LT SRC=

TW-12 C- EX- AT- LAST ACTION 01 5 20190221

CONSTRUCTION DETAIL		MARKET VALUE						DEPRECIATION				CORRELATION OF VALUE							
TOTAL POINT VALUE	USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EY	BAYB	CREDESCENCE TO										
	10	00							% GOOD										
BUILDING ADJUSTMENTS		TYPE: COMMERCIAL						DEPR. BUILDING VALUE - CARD				0							
TOTAL ADJUSTMENT FACTOR		STORIES:						DEPR. OB/XF VALUE - CARD				0							
TOTAL QUALITY INDEX								MARKET LAND VALUE - CARD				39,320							
								TOTAL MARKET VALUE - CARD				39,320							
								TOTAL APPRAISED VALUE - CARD				39,320							
								TOTAL APPRAISED VALUE - PARCEL				39,320							
								TOTAL PRESENT USE VALUE - PARCEL				0							
								TOTAL VALUE DEFERRED - PARCEL				0							
								TOTAL TAXABLE VALUE - PARCEL				39,320							
								PRIOR											
								BUILDING VALUE				0							
								OBXF VALUE				0							
								LAND VALUE				26,220							
								PRESENT USE VALUE				0							
								DEFERRED VALUE				0							
								TOTAL VALUE				26,220							
								PERMIT											
								CODE	DATE	NOTE	NUMBER	AMOUNT							
								ROUT: WTRSHD:											
								SALES DATA											
								OFF. RECORD	DATE	DEED TYPE	Q/UV/I	INDICATE SALES PRICE							
								BOOK	PAGE	MOYR	WD	Q	V	60000					
								HEATED AREA											
								NOTES											
								FR 2599863377											
SUBAREA			CODE	QUALITY	DESCRIPTION	LTH	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	L/B	SIZE FACT	AYB	EYB	ANN DEP RATE	% OVR	COND	OB/XF DEPR. VALUE
TYPE	GS AREA	RPL %	TOTAL OB/XF VALUE																
FIREPLACE																			
SUBAREA TOTALS																			
BUILDING DIMENSIONS																			
LAND INFORMATION																			
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRONTAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES			ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJUST	ADJUSTED UNIT PRICE	LAND VALUE	LAND NOTES	
1000	1000	CBDH	116	281	1.1300	2	1.0000					300.00	116.000	FF	1.130	339.00	39324		
TOTAL MARKET LAND DATA																	39,320		
TOTAL PRESENT USE DATA																			



WAYNE COUNTY
NORTH CAROLINA
Wayne County Web Site

Wayne County - Basic Search

Basic Search

[View Property Record for this Parcel](#) [View Map for this Parcel](#)

Parcel #: 2599863376

Account #: 76121320

Owner Information CITY OF GOLDSBORO PO BOX A GOLDSBORO, NC 27533	Tax Codes C ADVL TAX - COUNTYWIDE ADVALOREM TAX CI01ADVL TAX - CITY - GOLDSBORO SN01ADVL TAX - DOWNTOWN SPECIAL SERVICE DISTRICT
Property Information Land (Units/Type): 1.000 Address: 119 N JAMES ST	Township 12
Deed Information Date: 08/2016 Book: 03246 Page: 0451 Plat Book: Page:	Local Zoning CBDH
Legal Description N JAMES ST	Alternate Parcel Number
Property Values	
Building:	0
OBXF:	0
Land:	39,320
Market:	39,320
Assessed:	39,320
Deferred:	0

Sales Information

No.	Book	Page	Month	Year	Instrument	Qual/UnQual	Improved	Price
1	03246	0451	08	2016	WD	Qualified	Vacant	60,000

[View Property Record for this Parcel](#) [View Map for this Parcel](#)

[<< Return to Basic Search](#)

All information on this site is prepared for the inventory of real property found within Wayne County. All data is compiled from recorded deeds, plats, and other public records and data. Users of this data are hereby notified that the aforementioned public information sources should be consulted for verification of the information. All information contained herein was created for the Wayne County's internal use. Wayne County, its employees and agents make no warranty as to the correctness or accuracy of the information set forth on this site whether express or implied, in fact or in law, including without limitation the implied warranties of merchantability and fitness for a particular use. If you have any questions about the data displayed on this website please contact the Wayne County Tax Department at 919-731-1461 option #2.

1.4.1

<u>OBJECTID</u> 20985	<u>PIN</u> 2599863376	<u>Owner Name</u> CITY OF GOLDSBORO
<u>Co-Owner Name</u>	<u>Owner Address 1</u> PO BOX A	<u>Owner Address 2</u>
<u>Owner Address 3</u>	<u>Owner City</u> GOLDSBORO	<u>Owner State</u> NC
<u>Owner Zip</u> 27533-9701	<u>Unit or Apt</u>	<u>Deed Date</u> 8/22/2016 12:00:00 AM
<u>REID</u> 0103183	<u>Deed Book</u> 3246	<u>Deed Page</u> 451
<u>Sale Month</u> 8	<u>Sale Year</u> 2016	<u>Sale Price</u> 60000
<u>Previous Deed Book</u>	<u>Previous Deed Page</u>	<u>Previous Sale Month</u>
<u>Previous Sales Year</u>	<u>Previous Sale Price</u>	<u>Property Use</u> 10 - COMMERCIAL
<u>Record Source</u> Owner	<u>Property Address</u> 119 N JAMES ST	<u>Legal Description</u> N JAMES ST
<u>Acres</u> 1	<u>Neighborhood</u> 01701	<u>Account Number</u> 76121320
<u>Township Code</u> 12	<u>Building Value</u> 0	<u>Outbuilding Value</u> 0
<u>Land Value</u> 39320	<u>Total Market Value</u> 39320	<u>Total Assessed Value</u> 39320
<u>Vacant Or Improved</u> V	<u>Vacant or Improved 2</u>	

Users of the GIS information/data contained in this web mapping application are hereby notified that the information was compiled from recorded deeds, plats and other public records and data. Users are notified that the aforementioned public primary information sources should be consulted for verification of the data contained in this information. The County of Wayne and the mapping companies or other entities assume no legal responsibility for the information contained herein. By accepting this disclaimer you agree and understand the disclaimer.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Operating Amendment FY19-20 Budget

BACKGROUND: Council adopted the FY19-20 operating budget on June 17, 2019. There are several items that have occurred during the year that need to be formalized in a budget ordinance amendment.

DISCUSSION: Please see detailed memo attached explaining budget amendments proposed for the General Fund and Utility Fund.

RECOMMENDATION: It is recommended that the attached FY19-20 Operating Fund Budget Ordinance amendment be adopted.

Date: 6/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

June 8, 2020

Memorandum

To: Timothy M. Salmon, City Manager

From: Catherine F. Gwynn, Finance Director 

Re: FY19-20 Operating Budget Amendment

FINAL FY19-20 BUDGET AMENDMENT DETAIL

Please find below a discussion of the items presented for the final FY19-20 Operating Budget Amendment for the General Fund and Utility Fund.

GENERAL FUND – DEBT SERVICE (8111)

Incorrect Debt Amortization \$694,528

In working on a financial analysis model with our financial advisors, Davenport & Co., LLC, we discovered that there were errors in the amortization schedules for several loans held by the City. The effect of the errors was an incorrect split between the General Fund and Utility Fund whereby the General Fund underpaid its share of principal and interest, and the Utility Fund overpaid its share of principal and interest through June 30, 2020 in an amount of \$694,528.

Loans Affected

2008 GO Bonds \$7.425M (Debt #021-GE) 5/23/2017
Refunding 2008 General Fund Street Bonds \$1.635M
Refunding 2010 Utility Fund Sewer Bonds \$5.79M

Bank of America Loan \$7.532M (Debt #019-GE) 3/23/2017
General Fund Vehicles/Equipment \$1.911M
Utility Fund Vehicles/Equipment \$275K
AMI Infrastructure \$5.346M

Bank of America Loan \$4.659M (Debt #004-GE) 3/6/2012
General Fund Streetscape Project \$896K
Utility Fund Refunding AMR Loan \$1.036M
General Fund Refunding City Hall Phase II BB&T \$2.727M

Background

The previous Finance Director used the percentage allocation that is found on the LGC Debt Ledger sheet to split the debt between the funds. However, when the debt was issued there were specific allocations based on what was being refinanced/financed, and in some cases the maturity was kept the same as the original debt which was shorter than the overall life of the loan.

When I came aboard in late January, 2019, I was given paper copies of the loan amortization schedules used by the previous Finance Director and no other direction that the loans had any other split or allocation other than what was in the copies.

I took it upon myself to create an excel workbook that captured the amortization schedules along with the splits between the funds so that I could have a means to check debt principal and interest when preparing budget and audit schedules. I used the paper copies of the loan amortization schedules as my document workpaper.

In March, 2020 the City Manager asked our financial advisors, Davenport, to develop a model to help in budgeting for future years since they have done similar work in the past for the City. I provided my excel amortization schedules to them so they could update and compare both sets of records. In this process, Mitch Brigulio (Davenport) found errors in the three loans above that had significant differences between what I had on my amortization schedules in comparison to their amortization schedules. Davenport has all of the City's debt records, loan closing documents and has assisted on all major financing. On April 9th, Mr. Brigulio explained that the three loans in question were refinanced loans of different types and maturities of loans. The final loan closing documents he provided to me clearly showed what he described. He said that Davenport frequently ran into issues with other governments where the government will use the percentage allocation that shows on the LGC debt ledger even when the financing had differing allocations of principal and interest, and differing maturity levels. This is not an error on the LGC's part, it's just that the LGC records don't reflect that much detail.

Current

I have updated my amortization schedules to reflect the proper allocation and maturities as per the official final loan documents, so that the current fiscal year and future fiscal years are budgeted properly and audit schedules will reflect the correct amounts.

I have discussed the issue with the City's auditors, and they understand that it is too late to budget for Fiscal Year 2019, and have agreed to pass on the adjustment for the errors accumulating up until that year. In order to make the correction, I am requesting an appropriation for FY20 for the prior years' payments in the amount of \$694,528, and this will be funded with an appropriation of General Fund balance.

Incorrect Debt Amortization 2018 Street GO Bonds \$224,868

The debt amortization schedule for the budgeted FY20 debt had been prepared prior to my arrival at the end of January. The paper document we were provided had a formula error which omitted the new 2018 GO Street Bond principal payment from the FY20 budget. I did not catch the error until I finished creating the excel workbook to track the principal and interest payments, and was able to reconcile my set of records against what was budgeted. Having created this tool will allow me to have a set of checks and balances to ensure that the debt payments are as accurate as possible. The debt payments for the FY21 budget have been based on my revised schedules.

Since all debt must be appropriated, we are requesting an appropriation of \$224,868 for bond principal expense, and this will be funded with a reduction of expenditures.

Arbitrage Rebate Fees \$2,225

The City must compute arbitrage on its outstanding debt issues. I discovered that there were fees being charged to the Utility Fund that should have been paid by the General Fund for the arbitrage fees. There is a shortage in the line item of \$2,225 and this will be funded with a reduction of expenditures. The fees have been budgeted correctly in the FY21 budget.

GENERAL FUND – NON-RECURRING CAPITAL OUTLAY (7315)

Retiree Health Insurance Benefit Allowance \$124,740

The City offers an allowance to full-time employees who retire from the Local Government or Law Enforcement Officer's Benefit Retirement System and who also were actively employed with the City at the time of retirement age 55 or older and at least 20 years of City service. The employee must pay the active State Health Plan premium, and the City contributes the remainder of the age-banded rate for all participants in the City's health care plan. This benefit continues until the retiree is eligible for Medicare.

The City was self-insured for health insurance until 2016 and those retiree premiums were simply netted out of the collections of the premiums, rather than being budgeted as an expenditure. When the City joined the State Health Plan in 2016, the practice of netting out the retiree premiums continued, and there was a small reserve of premiums left over from the old self-insurance plan to offset the retiree cost. Since the account was not reconciled annually, the deficit did not appear until my staff and I discovered the error working on the FY19 audit. The City's cost of the retiree premiums should have been budgeted in FY19 and FY20, but were not. Had I been aware of the charges I would have included them in the FY20 budget process. This has been corrected for the FY21 budget, and the premiums for retirees for the General Fund and Utility Fund have been budgeted.

We are requesting an appropriation of \$124,740 for the City's portion of retiree health insurance allowance, and this will be funded with a reduction of expenditures.

Insurance Deductible Claims \$10,000

During FY20, we were required to pay a deductible for a claim against our Law Enforcement Liability Policy. We are requesting an appropriation of \$10,000 for insurance deductible claims expense, and this will be funded with a reduction in other expenditures in this organization.

Economic Development – Alta Foods \$5,000

This is the economic development incentive with Alta Foods dated 12/5/16. I was not aware that this was a multi-year agreement when we were budgeting for FY20. I have budgeted this item going forward in FY21. The amount earned by Alta in FY20 was \$5,000. We are requesting an appropriation of \$5,000, and this will be funded with a reduction of other expenditures.

Land Lease Payable (Farms) \$10,000

The City Council approved the renewal of seven farm leases at the January 6, 2020 Council meeting. Six of the seven leases are held jointly with Wayne County. Per our agreement, we split the proceeds 50/50. We received the signed executed leases in late April, and billed them in May. We are requesting an appropriation of \$10,000 and this will be funded with an appropriation of Farm Land Lease Income in the same amount.

Non-recurring Capital Outlay - Other \$45,540

- There were some minor expenses of land sales totaling \$710. We are requesting an appropriation of this amount, to be funded with a reduction of other expenditures.
- The City has been paying property taxes on several properties related to properties owned and being marketed by the Downtown Goldsboro Development Corp.
 - 419 S. Center Street
 - 100 W. Elm Street
 - 410 S. John Street
 - 117 W. Elm Street
 - 119 W. Elm Street
 - 423 S. Center Street
 - 402 S. John Street

We are requesting an appropriation of \$230 for property tax expense, and this will be funded with a reduction of other expenditures.

- There are several dues that were previously budgeted in Special Expense, that I am moving to Non-recurring Capital Outlay so that only items related to Agency/Organizational Support remain in Special Expense.
 - Institute of Government \$14,300
 - League of Municipalities \$27,000
 - National League of Cities \$3,300

We are requesting an appropriation for these line items, and this will be funded with a reduction of expenditures.

GENERAL FUND - FINANCE (2111)

Contribution Based Benefit Cap Liability \$95,940

NC General Statute requires an additional employer contribution to fund the increased cost to the Retirement System if the member’s retirement benefit is determined to be in excess of the Contribution-based Benefit Cap Liability. We received such a letter and invoice at the end of November, 2019 for Kaye Scott, and were required to pay the CBBC calculation of \$95,938.59 by January 1, 2020. Staff was not aware of this expense. I do monitor the Pension Spiking Reports each month, but there were no files prior to my arrival that were found that would have indicated this would be due. This amount was paid directly to the Local Government Employee’s Retirement System as required by law.

We are requesting an appropriation of \$95,940 for LGERS – CBBC Liability (#1825) in the Finance division, and this will be funded with a reduction of expenditures.

Audit Fees \$15,000

Due to the extremely convoluted state of the FY19 records, the auditors have requested additional fees for the excessive number of hours that have been expended on working the audit. We are requesting an appropriation of \$15,000 for the additional audit fees, and this will be funded with additional property tax revenues.

Contract Services \$79,000

The contract services relate to two issues in Finance. One of our staff members was out on FMLA, and due to the workload and short staffing we could not absorb the job duties of accounts payable. We requested a contract employee to fill in Customer Service, and brought a Customer Service Representative upstairs to fill in the accounts payable duties for three months. This allowed one of our staff employees to gain additional knowledge and experience. The cost of the contract employee was approximately \$12,100.

The second issue relates to the problems we have encountered with the books while trying to work through the FY19 audit. I attempted to work through all the issues, but regardless of the time I spent working, there were too many problems, issues and daily duties required. In late January, I approached the Manager and requested to hire a contract person to help me complete the audit. When it was apparent that this was going to take additional time, I made Council aware of the contract employee at the March 16, 2020 meeting when we discussed adding a full time employee to the Finance staff.

We are requesting an appropriation of \$66,900 for the contract services, and this will be funded with additional property tax revenues.

Tax Listing Fees \$61,949

While working on the FY19 audit, I discovered that the tax listing fees for the NCDMV vehicle collections were being netted out of the gross collections. To properly account for the fees, the tax revenue should be reported in the gross amount and fees budgeted separately. The fees are approximately 3.7% of gross collections. We are requesting an appropriation of \$61,949, and this will be funded with additional property tax revenues.

GENERAL FUND – MULTIPLE DEPARTMENTS - INSURANCE PROCEEDS REVENUE \$38,629

There were several insurance claims involving City vehicles and equipment, where we received insurance proceeds from the at-fault party. The following appropriations are requested for repairs, and will be funded with revenue from insurance proceeds totaling \$38,629.

Fire Department	Pierce firetruck	\$23,638
Garage	2007 Typhoon fire truck	\$ 1,922
Engineering	light pole and signal	\$ 2,119
Police	police vehicle	\$ 4,192
Cemetery	vehicle	\$ 2,448
Downtown Dev.	Art sculpture	\$ 950
Solid Waste	vehicle	\$ 3,360

GENERAL FUND -ALLOCATION OF WORKER’S COMP RESERVE \$150,000

There were several large worker’s compensation claims that departments were not able to absorb in their budgets. We have allocated the entire \$150,000 reserve set aside in FY20 to the departments, but it did not cover the entire cost.

<u>Department</u>	<u>Actual as of 6/7/20</u>	<u>Allocation</u>
Fire Department	\$153,557.17	\$115,000.00
Solid Waste	47,875.99	20,000.00
Police	<u>87,496.82</u>	<u>15,000.00</u>
Total	\$288,929.98	\$150,000.00

We are requesting an appropriation of \$150,000.00 for worker’s compensation claims and this will be funded with a reduction in Worker’s Comp Reserve.

GENERAL FUND - MAYOR & COUNCIL (1011) \$30,600

The City election costs were \$65,538 and only \$35,000 was budgeted. We are requesting an appropriation of \$30,600, and this will be funded with a reduction of other expenditures.

GENERAL FUND - PARAMOUNT THEATER (1018) \$118,292

In prior years, Paramount ticket payments were netted out of “wash accounts” on the City’s balance sheets. We have asked the Paramount to account for the gross revenues and expenses related to ticket sales separately so that revenue may be tracked more accurately.

We are requesting an appropriation of ticket payments in the amount of \$118,292 which will be funded with revenue from ticket sales.

GENERAL FUND – DOWNTOWN DEVELOPMENT (1025) \$9,000

The cost of the lease of the 4 art pieces for downtown, crane rental and plaques was inadvertently moved to the Transfers organization (8101) in error during the budgeting process. An appropriation of \$9,000 for the Downtown Projects line item (4991) is needed, and will be funded with a reduction of Transfers to Capital Projects (81003) in the Transfers organization.

GENERAL FUND - SOLID WASTE (4143) \$106,030

Donation \$30

The staff at Solid Waste received a donation from a citizen, Patricia Lieba who wished to say thank you to the staff for their hard work and dedication. She requested the funds be used to buy a breakfast or lunch treat for the Solid Waste staff. We are requesting an appropriation of \$30, which will be funded with an appropriation of donation revenue.

Landfill Fees \$72,000

The FY20 budget for landfill fees was reduced to help balance the budget, and as such has run short. We are requesting an appropriation of \$72,000 for landfill fees which will be funded with a reduction of other expenditures.

Recycling Fees \$34,000

The FY20 budget for recycling was budgeted at \$65,000, however we did not expect the cost of recycling to skyrocket. We are requesting an appropriation of \$34,000 to cover the additional cost of recycling fees, and will be funded with a reduction of other expenditures.

GENERAL FUND - FIRE DEPARTMENT (5120) \$6,000

The Fire Department pursued a grant with Duke Energy for the replacement of radios which was awarded in September, 2019 for \$6,000. We are requesting an appropriation for Miscellaneous Equipment, and this will be funded with revenue from local grants.

GENERAL FUND - POLICE DEPARTMENT (6121) \$42,928

5-Ton LMTV \$9,200

The Police Department had a drive line failure on the 5-ton LMTV during Hurricane Dorian. In order to keep the vehicle operational in case of another emergency, the equipment was repaired for \$9,200. We are requesting an appropriation for Vehicle Operations of \$9,200, and this will be funded with a reduction of other expenditures.

Separation Pay Major Lee Szatkowski \$12,282

During the process of reconciling and closing the fiscal year ending June 30, 2019, we have discovered two issues with regard to the Law Enforcement Separation Pay.

- Separation pay ceased one month early for those turning age 62
- Separation pay ceased for part-time employment of Major Lee Szatkowski

Separation pay is granted to law enforcement officers by North Carolina General Statute, specifically under G.S. 143-166.42 Special separation allowances for local officers. The City of Goldsboro Personnel policy affirms this benefit on pages 31 and 32 of the policy manual.

We discovered that the City stopped paying the separation allowance for Major Lee Szatkowski when she agreed to come back to work part time in April 3, 2017 after the unexpected passing of Major Jay Memmelaar.

In reading and interpreting City Policy and applicable North Carolina General Statutes, a retired officer may go back to work in a part time status for a local government and NOT lose their separation pay benefit so long as they do not participate in contributing to the Local Government Retirement System (LGRS) which would occur if the employee works more than 1,000 hours in a calendar year. Major Lee has not worked more than the 1,000 hours since she has worked part time here at the City. To our knowledge she has not worked in any other local government in a part time status during this same period.

The issue with FY20 is that the amount due for the current fiscal year was not budgeted. We are requesting an appropriation of \$12,282 for Separation Pay, which will be funded with an appropriation of fund balance. We have corrected the issue for FY21, and the amount is budgeted. We have also corrected the issue for FY19 and accrued the amount payable up through 6/30/19 in the amount of \$41,181.

Building Maintenance \$21,446

There were multiple items related to the construction and renovation of the Police/Fire Complex that were necessary, but there was not enough funding in the project to cover those items.

Gregory Poole Equipment	Service generator engine and cooling system	\$7,817
Quality Plumbing	Replace roof drain leaders and insulate	7,099
Brady Security	Install door security with swipes	4,910
Enviro Assessments East	Asbestos abatement and analysis on 204 S Center	1,620
	Total	\$21,446

We are requesting an appropriation of \$21,446 in Building Maintenance, and this will be funded with an appropriation of fund balance \$17,696 and reduction of other expenditures \$3,750.

GENERAL FUND - AGENCY SUPPORT (7310) \$39,339

Overdose Prevention Coordinator \$12,000

The City Council approved a multi-year funding an Overdose Prevention Coordinator with Wayne County at the 8/19/2019 meeting for \$12,000 per year. This amount was not included in the FY20 adopted budget. We are requesting an appropriation in the amount of \$12,000 to be funded with reduction in expenditures in this organization.

Wayne County Schools PEG Distribution \$27,339

The City receives state shared revenue for the Public, Education, and Governmental (PEG) channels. We share all of this revenue with Wayne County Public Schools who operates the City’s PEG channel. We are requesting an appropriation of \$27,339, and this will be funded with the state shared revenue PEG Channel.

GENERAL FUND – TRANSFERS & SHARED SERVICES (8101)

Transfers to Capital Projects (G1106) \$516,264

In July, 2014 the City issued \$4.5 million in debt for multiple General Fund projects which included approximately \$500K for HVAC for the Police building. Those funds have not yet been expended and need to be appropriated to fund HVAC related expenditures on the Police building. The debt revenue was recognized in the General Fund in fiscal year 2015, so the appropriation to fund this is a transfer from the General Fund in the amount of \$516,264.

We are requesting an appropriation of Transfers to Capital Projects in the amount of \$516,264 to fund the Police Fire Renovation Capital Project (G1106), and this will be funded with an appropriation of fund balance in the General Fund.

Parks & Recreation Special Revenue Fund (G1107) \$8,631

Parks and Rec has several programs that are funded with donor specific restrictions, such as Poultry/Beak Week, Sports Tourism Programs/Special Programs, Challenger Football, Duke RX for Play. Prior to FY19, these were handled in balance sheet “wash accounts”, and in FY19, I recognized the revenue and expenses in the final budget amendment. The issue with trying to account for these items in the operating fund of the General Fund lies in any unused equity at the end of each year.

The department wishes to use any equity from prior years, which requires an operating fund amendment which is funded by fund balance. In order to make the accounting and tracking more transparent, it is more expedient to create a Special Revenue fund which has a project life rather than an annual life so it is easier to track the accumulation of revenue and expenditures. The net equity of the Parks & Rec Programs from FY19 was \$8,631 and will be transferred from the General Fund to the new Parks & Recreation Special Revenue Fund (G1107), and will be funded with a reduction of other expenditures.

Community Relations Special Revenue Fund (G1108) \$2,349

Community Relations has several programs that are funded with donor specific restrictions, such as Human Relations, Interfaith Breakfast, Martin Luther King, Jr. Commemoration, Mayor’s Committee on Disabilities, and the Mayor’s Youth Council. Prior to FY19, these were handled in balance sheet “wash accounts”, and in FY19, I recognized the revenue and expenses in the final budget amendment. The issue with trying to account for these items in the operating fund of the General Fund lies in any unused equity at the end of each year. The department wishes to use any equity from prior years, which requires an operating fund amendment which is funded by fund balance. In order to make the accounting and tracking more transparent, it is more expedient to create a Special Revenue fund which has a project life rather than an annual life so it is easier to track the accumulation of revenue and expenditures. The net equity of the Community Relations Programs from FY19 was \$2,349 and will be transferred from the General Fund to the new Community Relations Special Revenue Fund (G1108), and will be funded with a reduction of other expenditures.

GENERAL FUND – APPROPRIATED FUND BALANCE SUMMARY

Below find the summary of appropriated fund balance summary for the General Fund.

<u>Date</u>	<u>Description</u>	<u>Adopted</u>
6/17/2019	Ord 2019-43 FY19-20 Adopted Budget (Tiger Match \$647,705, Cemetery Mower \$10,842)	\$ 636,863.00
8/19/2019	Ord 2019-54 FY18-19 Purchase Order Rollovers	1,516,984.83
3/16/2020	Ord 2020-07 HUB Stage Construction Contribution	100,000.00
	Current Year Appropriations	<u>\$ 2,253,847.83</u>
6/15/2020	Debt Service Corr 2012-2012 D#004-GE, 019-GE, 021-GE	\$ 694,528.00
6/15/2020	Separation Pay Major Lee Szatkowski	12,282.00
6/15/2020	Police/Fire Renovation Building Maintenance - Generator, Network Wiring, Roof Drains & Asbestos	17,696.00
6/15/2020	Debt Proceeds 2014 \$4.5M Capital One Public Funding -HVAC Proposed	516,264.00
		<u>\$ 1,240,770.00</u>
	Current Year with Proposed	<u><u>\$ 3,494,617.83</u></u>

UTILITY FUND – UTILITY CAPITAL EXPENSE (4178) \$714,876

Purchased Sewer Capacity – Town of Fremont \$687,000

At the October 21, 2019 meeting, Council passed a resolution (2019-91) to purchase 300,000 gallons of sewer capacity from the Town of Fremont for \$687,000. We are requesting an appropriation for Purchased Sewer Capacity in the amount of \$687,000, to be funded with additional miscellaneous revenue received from the repayment of principal and interest from the General Fund.

NCDOT U-5724 Central Heights Realignment \$27,876

The City is working with NCDOT on the Central Heights Realignment Project U-5724. There are multiple expenses required for permitting for the water and sewer utilities to be relocated. These expenses were not known to us while we were planning the FY20 budget, however they will be reimbursed by NCDOT.

We have expended the following:

Norfolk Southern Corporation	5/20/20	\$200
North Carolina Railroad Company	5/14/20	25,456
Norfolk Southern Corporation	12/5/19	200
HNTB North Carolina, PC	12/5/19	<u>2,020</u>
Total		\$27,876

We are requesting an appropriation of \$27,876 for NCDOT U-5724 Central Heights Realignment Project, and this will be funded with revenue from NCDOT Reimbursement Construction Projects.

UTILITY FUND – DISTRIBUTION & COLLECTIONS (4175)

Water Line Break Wayne Memorial Drive \$67,500

In early October 2019, a fiber utility contractor was boring on Wayne Memorial Drive, and struck a 12” water line. Our Public Works crew responded to the incident, however due to the size it was necessary to call in a contractor to make the emergency repair. We were able to eventually find the contractor and subcontractor responsible and have filed a claim on their general liability insurance. The insurance carrier has denied the claim stating that the subcontractor was within the margins. We are in the process of appealing the denial.

The costs billed to the insurance carrier are as follows:

T.A. Loving emergency water line repair	\$59,620
Bogue Lawn & Landscaping – Kitty Askins lawn damage	7,792
City Crew force labor and equipment	15,904
Bacteriological analysis and test	60
City Engineer	228
City Construction Inspector	<u>1,750</u>
Total	\$90,259

We are requesting an appropriation of \$67,412 to cover the contracted repair costs, and this will be funded with revenue from insurance reimbursement.

Sewer Line Break Frank Street \$60,725

On Monday, December 9, 2019, City crews responded to a sink hole on Frank Street. Contractor, T.A. Loving was called in to perform the point repair and Godwin Pumps installed temporary bypass pumping for the 15” sanitary sewer line. Once bypass pumping was installed, the contractor was able to dig and found that a subcontractor for Piedmont Natural Gas bored a 2” gas line through the City’s 15” sanitary sewer main. The contractor repaired the pipe and the bypass pumps were removed. We have located the contractor and filed claims with the contractor and Piedmont Natural Gas on their general liability insurance. We are waiting on a reply as to whether either will accept responsibility for the claim.

The costs billed to the insurance carrier are as follows:

T.A. Loving emergency sewer repair	\$60,437
Distribution & Collection System Supervisor	224
City Construction Inspector	<u>64</u>
Total	\$60,725

We are requesting an appropriation of \$60,725 to cover the contracted repair costs, and this will be funded with revenue from insurance reimbursement.

Ferguson Waterworks Sensus Software Annual Fees \$43,882

The annual cost for the Sensus software used with the AMI system is approximately \$44,000 per year. We were not aware of the fees and thus did not budget for the fees in FY20. The prior years were deducted from the loan proceeds escrow account, and not accounted for anywhere in prior year budgets. We have corrected the issue in FY21 and these fees will be budgeted.

We are requesting an appropriation of \$43,882 for the Software License fees for the Ferguson Waterworks Sensus software annual maintenance, and this will be funded with a reduction of expenditures in Transfers to Fund Balance.

UTILITY FUND – WATER TREATMENT PLANT (4176) \$45,000

The City entered into an agreement to share in the cost of a flood control structure project with the U.S. Army Corps of Engineers. The amount was budgeted at \$600,000, however we have received a request for payment of \$595,000 for solicitation of a contract for construction. This is \$45,000 over the amount available. In order to keep the project moving forward, we are requesting an appropriation of \$45,000 for the Flood Control Structure expense, and this will be funded with a reduction of expenditures in Transfers to Fund Balance.

UTILITY FUND – DEBT SERVICE (8111) \$1,425

Arbitrage Rebate Fees \$1,425

The City must compute arbitrage on its outstanding debt issues. The fees for arbitrage have traditionally never been budgeted. I am requesting an appropriation of \$1,425 in Utility Fund Debt Service to cover the cost of the arbitrage fees, and this will be funded with a reduction of expenditures in Transfers to Fund Balance. The fees have been budgeted correctly in the FY21 budget.

UTILITY FUND – REVENUE

Liquid Aluminum Sulfate Class Action Lawsuit \$12,525

We have worked with Ron Lawrence and Mike Wagner on gathering and submitting the paperwork to be a part of the class action antitrust lawsuit against GEO for purchases made of liquid aluminum sulfate between January, 1997 and February, 2011. We purchased approximately \$3,194,247 of the chemical during that timeframe, but unfortunately we could only find records substantiating payment for \$325,640 from 2009 to 2011. We received the first check in the amount of \$12,525, and according to the letter attached they are expected to make another distribution. The distribution represented approximately 3.8% of the total amount paid. We are requesting that this revenue be appropriated, and recommend that it be appropriated to Transfers to Fund Balance.

Reimbursement Revenue General Fund \$694,528

As discussed at the beginning of this memo, the Utility Fund overpaid principal and interest on three pieces of debt beginning in 2012 totaling \$694,528. We are requesting appropriation of the revenue Reimbursement – General Fund, and this will be used to fund the various expenditures mentioned in this memo for the Utility Fund.

UTILITY FUND – APPROPRIATED FUND BALANCE SUMMARY

Below find the summary of appropriated fund balance summary for the Utility Fund.

Date	Description	Adopted
6/17/2019	FY19-20 Adopted Budget	\$ -
8/19/2019	FY18-19 Purchase Order Rollovers	3,217,040.13
	Current Year Appropriations	<u>\$ 3,217,040.13</u>
		\$ -
	Proposed	\$ -
	Current Year with Proposed	<u><u>\$ 3,217,040.13</u></u>

ORDINANCE NO. 2020 -

AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE
CITY OF GOLDSBORO FOR THE 2019-20 FISCAL YEAR

WHEREAS, the City Council of the City of Goldsboro adopted the FY2019-2020 Annual Operating Budget on June 17, 2019 for the General Fund and the Utility Fund, and amendments may become necessary as circumstances arise; and

WHEREAS, it is necessary to appropriate expenditures for the city election in the Mayor and City Council department, and this will be funded with a reduction of operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures for the ticket payments for the Paramount Theater, and this will be funded with additional revenues from the Paramount Theater; and

WHEREAS, it is necessary to appropriate expenditures for the rental of art sculptures for downtown in the Downtown Development department, and this will be funded with a reduction of operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Finance department for a Contribution Based Benefit Cap Liability for a retiree based a 2014 state law requiring the last employer of a member who retires after January 1, 2015 with an average final compensation of \$100,000 or higher is required to make an additional employer contribution to fund the increased Retirement System Division cost, and this will be funded with a reduction of operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures for the additional costs of audit and contract services in the Finance department due to various issues encountered with the prior fiscal year audit, and this will be funded with additional tax revenues; and

WHEREAS, it is necessary to appropriate expenditures for tax listing fees for vehicle taxes in the Finance department, and this will be funded with additional tax revenues; and

WHEREAS, it is necessary to appropriate expenditures for the repairs to City equipment and vehicles incurred during accidents and acts of nature in Fire, Engineering, Police, Downtown Development, Public Works Cemetery, and Public Works Solid Waste departments, and this will be funded with proceeds from insurance claims; and

WHEREAS, it is necessary to appropriate expenditures for the costs incurred related to worker's compensation claims and settlements in Fire, Public Works Solid Waste and Police departments, and this will be funded with a transfer from worker's compensation reserve; and

WHEREAS, it is necessary to appropriate expenditures for supplies in the Solid Waste division of Public Works, and this will be funded with donation revenue; and

WHEREAS, it is necessary to appropriate expenditures for landfill and recycling fees in Public Works Solid Waste division, and this will be funded with a reduction of operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures for miscellaneous equipment to purchase radios in the Fire department, and this will be funded with a local grant from Duke Energy; and

WHEREAS, it is necessary to appropriate expenditures in the Police department for vehicle repairs to the 5-ton LMTV which is used during emergencies, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Police department to pay law enforcement separation allowance to Major Lee Szatkowski which was discontinued in error, and this will be funded with an appropriation of fund balance; and

WHEREAS, it is necessary to appropriate expenditures in the Police department to pay for additional costs related to the renovation of the police/fire complex related to roof drains, security, asbestos abatement and generator maintenance, and this will be funded with an appropriation of fund balance; and

WHEREAS, it is necessary to appropriate expenditures in the Non-recurring Capital Outlay department for retiree health insurance benefits, insurance deductible claims, economic development costs, expenses of land sales, property taxes for DGDC properties marketed, and various dues, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Non-recurring Capital Outlay department for rent due to Wayne County for shared leased farm land, and this will be funded with revenue from land lease income; and

WHEREAS, it is necessary to appropriate expenditures in the Special Expense/Agency Support department for funding year one of three for an overdose prevention coordinator and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Special Expense/Agency Support department for payments made to Wayne County Public Schools for the Public, Education and Governmental (PEG) services rendered, and this will be funded with revenue from state shared revenue for the PEG channel; and

WHEREAS, it is necessary to appropriate expenditures in the Transfers and Shared Services department to transfer the equity in the newly created Parks & Recreation Special Revenue Fund and the Community Relations Special Revenue Fund, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Transfers and Shared Services department to transfer the remaining debt proceeds from the 2014 \$4.5M Issue to Capital One Public Funding related to the HVAC unit at the Police department to the Police Fire Renovation Project Fund (G1106) so that the proceeds may be spent toward the completion of the project, and that will be funded with an appropriation of fund balance in the General Fund; and

WHEREAS, it is necessary to appropriate expenditures in the Debt Service department of the General Fund to fund professional fees for arbitrage calculations and bond principal on 2018 GO Street bonds, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Debt Service department of the General Fund to fund prior year principal and interest payments on 2008 GL Bonds \$7.425M, Bank of America Loan \$7.532M and Bank of America Loan \$4.659M which were allocated incorrectly based upon the agreed upon principal amounts and maturities thus causing the Utility Fund to overpay and the General Fund to under pay its respective debt amounts, and this will be funded with an appropriation of fund balance from the General Fund; and

WHEREAS, it is necessary to appropriate expenditures in the Utility Capital Expense department to fund the purchase of 300,000 gallons of sewer capacity from the Town of Fremont pursuant to a resolution adopted on October 21, 2019, and this will be funded with revenue from reimbursement from the General Fund; and

WHEREAS, it is necessary to appropriate expenditures in the Utility Capital Expense department to fund expenses related to the relocation of water and sewer lines for the NC Department of Transportation Project U-5724 Central Heights Road Realignment Project, and this will be funded with revenue from reimbursement from the NC Department of Transportation; and

WHEREAS, it is necessary to appropriate expenditures in the Public Works Distribution & Collections division of the Utility Fund for emergency repairs a 12 inch water main on Wayne Memorial Drive, and emergency repairs to a 15 inch sewer main on Frank Street due to contractor error, and this will be funded with proceeds from insurance claims; and

WHEREAS, it is necessary to appropriate expenditures in the Public Works Distribution & Collections division of the Utility Fund for the annual software maintenance to Ferguson Waterworks for the Sensus software for the AMI system, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Public Utilities Water Plant division of the Utility Fund for the flood control structure project in conjunction with the US Army Corps of Engineers for additional costs of the project, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate expenditures in the Debt Service department of the Utility Fund to fund professional fees for arbitrage calculations, and this will be funded with a reduction of other operating expenditures in other organizations; and

WHEREAS, it is necessary to appropriate revenues for the receipt of proceeds from a class action lawsuit over liquid aluminum sulfate chemicals purchased, and such revenues shall be appropriated to Transfers to Fund Balance of the Utility Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the FY19-20 Operating Budget be amended as follows:

<u>GENERAL FUND</u>	<u>Current</u>	<u>Amended</u>	<u>Difference</u>
<u>Mayor & Council (1011)</u>			
FY19-20 Adopted Budget	\$ 355,731.00	\$ 355,731.00	\$ -
City Election	35,000.00	65,600.00	30,600.00
Total Expend. - Mayor & Council	<u>\$ 390,731.00</u>	<u>\$ 421,331.00</u>	<u>\$ 30,600.00</u>
<u>City Manager (1012)</u>			
All Other Expend. - City Manager	\$ 901,274.28	\$ 901,274.28	\$ -
Union Station	193,603.12	113,603.12	(80,000.00)
Total Expend. - City Manager	<u>\$ 1,094,877.40</u>	<u>\$ 1,014,877.40</u>	<u>\$ (80,000.00)</u>
<u>Paramount Theater (1018)</u>			
FY19-20 Adopted Budget	\$ 457,982.94	\$ 457,982.94	\$ -
Paramount Ticket Payments	-	118,292.00	118,292.00
Total Expend. - Paramount Theater	<u>\$ 457,982.94</u>	<u>\$ 576,274.94</u>	<u>\$ 118,292.00</u>
<u>Inspections (1024)</u>			
All Other Expend. - Inspections	\$ 686,114.57	\$ 686,114.57	\$ -
Demolition	385,888.00	210,888.00	(175,000.00)
Total Expend. - Inspections	<u>\$ 1,072,002.57</u>	<u>\$ 897,002.57</u>	<u>\$ (175,000.00)</u>
<u>Downtown Development (1025)</u>			
All Other Expend. - Downtown Development	\$ 348,920.94	\$ 348,920.94	\$ -
Consultant Fees	71,900.00	4,000.00	(67,900.00)
Repairs Insurance Claims	-	950.00	950.00
Downtown Projects	-	9,000.00	9,000.00
Total Expend. - Downtown Develop.	<u>\$ 420,820.94</u>	<u>\$ 362,870.94</u>	<u>\$ (57,950.00)</u>
<u>Garage (1114)</u>			
All Other Expend. - Garage	\$ 2,284,301.39	\$ 2,284,301.39	\$ -
Garage Credits (1115)	(1,680,000.00)	(1,680,000.00)	-
Repairs - Insurance Claims	-	1,922.00	1,922.00
Total Expend. - Garage	<u>\$ 604,301.39</u>	<u>\$ 606,223.39</u>	<u>\$ 1,922.00</u>
<u>Cemetery (1142)</u>			
All Other Expend. - Cemetery	\$ 352,328.66	\$ 352,328.66	\$ -
Repairs - Insurance Claims	-	2,448.00	2,448.00
Total Expend. - Cemetery	<u>\$ 352,328.66</u>	<u>\$ 354,776.66</u>	<u>\$ 2,448.00</u>

GENERAL FUND	Current	Amended	Difference
<u>Finance (2111)</u>			
All Other Expend. - Finance	\$ 1,298,661.80	\$ 1,298,661.80	\$ -
Office Supply Credits	(9,000.00)	(9,000.00)	-
LGERS CBBC Liability	-	95,940.00	95,940.00
Audit	29,400.00	44,400.00	15,000.00
Contract Services	-	79,000.00	79,000.00
Tax Listing Fees	-	61,949.00	61,949.00
Total Expend. - Finance	\$ 1,319,061.80	\$ 1,570,950.80	\$ 251,889.00
<u>Solid Waste (4143)</u>			
All Other Expend. - Solid Waste	\$ 3,197,445.68	\$ 3,197,445.68	\$ -
Worker's Comp	9,970.00	29,970.00	20,000.00
Operational Supplies	15,492.00	15,522.00	30.00
Repairs Insurance Claims	-	3,360.00	3,360.00
Landfill Fees	350,000.00	422,000.00	72,000.00
Recycling Fees	65,000.00	99,000.00	34,000.00
Total Expend. - Solid Waste	\$ 3,637,907.68	\$ 3,767,297.68	\$ 129,390.00
<u>Engineering (4172)</u>			
FY19-20 Adopted Budget	\$ 1,151,928.26	\$ 1,151,928.26	\$ -
Repairs - Insurance Claims	-	2,119.00	2,119.00
Total Expend. - Engineering	\$ 1,151,928.26	\$ 1,154,047.26	\$ 2,119.00
<u>Special Expense (7310)</u>			
All Other Expend. - Special Expense	\$ 523,129.00	\$ 523,129.00	\$ -
Storm Damage (FEMA)	7,523.95	-	(7,523.95)
Mental Health Association	-	12,000.00	12,000.00
Wayne County Schools - PEG Distribution	-	27,339.00	27,339.00
Institute of Government	14,300.00	-	(14,300.00)
League of Municipalities	27,000.00	-	(27,000.00)
National League of Cities	3,300.00	-	(3,300.00)
Total Expend. - Special Expense	\$ 575,252.95	\$ 562,468.00	\$ (12,784.95)
<u>Non-Recurring Capital Outlay (7315)</u>			
FY19-20 Adopted Budget	\$ -	\$ -	\$ -
City's Portion Retiree Health Insurance	-	124,740.00	124,740.00
Insurance Deductible Claims	-	10,000.00	10,000.00
Economic Development - Alta Foods	-	5,000.00	5,000.00
Expenses of Land Sales	-	710.00	710.00
Land Lease Payable (Farms)	-	10,000.00	10,000.00
Property Taxes DGDC	-	230.00	230.00
Institute of Government	-	14,300.00	14,300.00
League of Municipalities	-	27,000.00	27,000.00
National League of Cities	-	3,300.00	3,300.00
Driving Range Effluent Irrigation	80,000.00	-	(80,000.00)
Passenger Shelter	25,000.00	13,440.00	(11,560.00)
Total Expend. - Non-Recurring Cap. Out.	\$ 105,000.00	\$ 208,720.00	\$ 103,720.00
<u>Fire (5120)</u>			
All Other Expend. - Fire	\$ 6,604,611.09	\$ 6,604,611.09	\$ -
Workman's Comp	17,942.00	132,942.00	115,000.00
Repairs - Insurance Claims	-	23,638.00	23,638.00
Miscellaneous Equipment	18,665.00	24,665.00	6,000.00
Total Expend. - Fire	\$ 6,641,218.09	\$ 6,785,856.09	\$ 144,638.00

**GENERAL FUND**

	<u>Current</u>	<u>Amended</u>	<u>Difference</u>
<u>Police (6121)</u>			
All Other Expend. - Police	\$ 9,409,958.38	\$ 9,409,958.38	\$ -
Separation Pay	226,774.00	239,056.00	12,282.00
Worker's Comp	25,186.00	40,186.00	15,000.00
Vehicle Operation/Maintenance	168,453.08	177,653.08	9,200.00
Repairs - Insurance Claims	-	4,192.00	4,192.00
Building Maintenance	15,000.00	36,446.00	21,446.00
Total Expend. - Police	\$ 9,845,371.46	\$ 9,907,491.46	\$ 62,120.00

Transfers (8101)

All Other Expend. - Transfers	\$ 1,000.00	\$ 1,000.00	\$ -
Salary Reserve	14,259.07	-	(14,259.07)
Worker's Comp Reserve	150,000.00	-	(150,000.00)
Transfers to Capital Projects	867,658.00	1,174,922.00	307,264.00
Transfers to Special Revenue Funds	-	10,980.00	10,980.00
Total Expend. - Transfers	\$ 1,032,917.07	\$ 1,186,902.00	\$ 153,984.93

Debt Service (8111)

All Other Expend. - Debt Service	\$ 4,751,306.00	\$ 4,751,306.00	\$ -
Arbitrage Rebate Fees	1,500.00	3,725.00	2,225.00
Bond Principal	342,098.00	566,966.00	224,868.00
Prior Year Correction of Principal & Interest on Loans	-	694,528.00	694,528.00
Total Expend. - Debt Service	\$ 5,094,904.00	\$ 6,016,525.00	\$ 921,621.00

All Other Expenditures	\$ 11,320,689.62	\$ 11,320,689.64	\$ 155,949.00
Total Expenditures - General Fund	\$ 45,117,295.83	\$ 46,714,304.83	\$ 1,597,009.00

Revenues

Tax Revenues	\$ 16,924,894.00	\$ 17,080,843.00	\$ 155,949.00
Licenses and Permits	385,888.00	385,888.00	-
Revenue from Other Agencies	16,039,031.00	16,066,370.00	27,339.00
Charges for Services	4,716,485.00	4,834,777.00	118,292.00
Capital Returns	1,392,296.00	1,402,296.00	10,000.00
Miscellaneous Revenue	490,322.00	534,981.00	44,659.00
Shared Services	2,914,532.00	2,914,532.00	-
Appropriated Fund Balance	2,253,847.83	3,494,617.83	1,240,770.00
Total Revenues - General Fund	\$ 45,117,295.83	\$ 46,714,304.83	\$ 1,597,009.00

UTILITY FUND	Current	Amended	Difference
<u>Distribution & Collections (4175)</u>			
All Other Expend. - Dist. & Collections	\$ 2,650,488.14	\$ 2,650,488.14	\$ -
Repairs Insurance Claims	-	128,137.00	128,137.00
Software License Fees	4,000.00	47,882.00	43,882.00
Total Expend. - Distrib. & Collections	\$ 2,654,488.14	\$ 2,826,507.14	\$ 172,019.00
<u>Water Treatment (4176)</u>			
All Other Expend. - Water Treatment	\$ 3,573,236.51	\$ 3,573,236.51	\$ -
Flood Control Structure	600,000.00	645,000.00	45,000.00
Total Expend. - Water Treatment	\$ 4,173,236.51	\$ 4,218,236.51	\$ 45,000.00
<u>Utility Fund Capital Expense (4178)</u>			
All Other Expend. - Utility Capital Expense	\$ 2,001,469.37	\$ 2,001,469.37	\$ -
Sewer Capacity Purchased	-	687,000.00	687,000.00
NCDOT U-5724 Central Heights Realignment	-	27,876.00	27,876.00
Total Expend. - Util. Fd. Capital Exp.	\$ 2,001,469.37	\$ 2,716,345.37	\$ 714,876.00
<u>Transfers (8101)</u>			
All Other Expend. - Transfers & Shared Services	\$ 3,217,492.96	\$ 3,217,492.96	\$ -
Transfers to Fund Balance	88,416.00	18,162.00	(70,254.00)
Total Expend. - Transfers	\$ 3,305,908.96	\$ 3,235,654.96	\$ (70,254.00)
<u>Debt Service (8111)</u>			
FY19-20 Adopted Budget	\$ 3,221,587.00	\$ 3,221,587.00	\$ -
Arbitrage Rebate Fees	-	1,425.00	1,425.00
Total Expend. - Debt Service	\$ 3,221,587.00	\$ 3,223,012.00	\$ 1,425.00
All Other Expenditures	\$ 5,067,678.15	\$ 5,067,678.15	\$ -
Total Expenditures - Utility Fund	\$ 20,424,368.13	\$ 21,287,434.13	\$ 863,066.00
<u>Revenues</u>			
Revenue from Other Agencies	\$ 343,000.00	\$ 370,876.00	\$ 27,876.00
Charges for Services	16,439,755.00	16,439,755.00	-
Capital Returns	123,548.00	123,548.00	-
Miscellaneous Revenue	301,025.00	1,136,215.00	835,190.00
Fund Balance	3,217,040.13	3,217,040.13	-
Total Revenues - Utility Fund	\$ 20,424,368.13	\$ 21,287,434.13	\$ 863,066.00

This Ordinance shall be in full force and effect from and after the _____ day of _____ 2020.

Mayor

Attest:

City Clerk

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Establishing a Community Relations Special Revenue Fund Ordinance (G1108)

BACKGROUND: The City has received several donations and sponsorships that are funded with donor specific restrictions, such as the Human Relations Committee, Interfaith Breakfast, Martin Luther King, Jr. Commemoration, Mayor's Committee on Disabilities and the Mayor's Youth Council.

In the past, these items were accounted for in balance sheet "wash accounts", and in an attempt to properly recognize the revenue and expenses in FY19 I created named accounts within the General Fund operating budget.

DISCUSSION: The department would like to use any unspent funding in subsequent years, which would require an operating amendment to the General Fund and appropriation of fund balance. In order to make the accounting and tracking more transparent, I would recommend establishing a special revenue fund which will allow the funds to remain intact and discretely presented, and will span the life of the project rather than a single fiscal year.

RECOMMENDATION: It is recommended that the attached Grant Project Budget Ordinance to establish the Community Relations Special Revenue Fund (G1108) be approved for \$14,023.

Date: 6/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

ORDINANCE NO. 2020-

AN ORDINANCE ESTABLISHING THE GRANT PROJECT BUDGET FOR THE COMMUNITY RELATIONS SPECIAL REVENUE FUND (G1108)

WHEREAS, there is a need to establish a fund to maintain special programs for the Community Relations Department where donors and sponsors have restricted the use of the funding; and

WHEREAS, it is necessary to appropriate expenditures related to these special programs; and

WHEREAS, these projects will be funded with various donations, sponsorships and other funding sources restricted to the scope of programs developed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the Community Relations Special Revenue Fund (G1108) is hereby established:

Community Relations Special Revenue Fund (G1108)

	<u>Current Budget</u>
Revenues:	
Donations & Sponsorships - Human Relations Committee	\$ 130.00
Donations & Sponsorships - Interfaith Breakfast	-
Donations & Sponsorships - Martin Luther King, Jr. Commemoration	6,312.00
Donations & Sponsorships - Mayor's Committee on Disabilities	4,507.00
Donations & Sponsorships - Mayor's Youth Council	725.00
Transfer from the General Fund	2,349.00
Total Revenues	<u>\$ 14,023.00</u>
Expenditures:	
Human Relations Committee Expenditures	\$ 167.00
Interfaith Breakfast Expenditures	311.00
Martin Luther King, Jr. Commemoration Expenditures	8,263.00
Mayor's Committee on Disabilities Expenditures	4,507.00
Mayor's Youth Council Expenditures	775.00
Total Expenditures	<u>\$ 14,023.00</u>

This Ordinance shall be in full force and effect from and after the _____ day of _____ 2020.

Mayor

Attest:

City Clerk

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Establishing a Parks & Recreation Special Revenue Fund Ordinance (G1107)

BACKGROUND: The City has received several donations and sponsorships in which the donor/sponsor has requested that the funds be spent on various special programs sponsored by Parks & Recreation.

In the past, these items were accounted for in balance sheet “wash accounts”, and in an attempt to properly recognize the revenue and expenses in FY19 I created named accounts within the General Fund operating budget.

DISCUSSION: The department would like to use any unspent funding in subsequent years, which would require an operating amendment to the General Fund and appropriation of fund balance. In order to make the accounting and tracking more transparent, I would recommend establishing a special revenue fund which will allow the funds to remain intact and discretely presented, and will span the life of the project rather than a single fiscal year.

RECOMMENDATION: It is recommended that the attached Grant Project Budget Ordinance to establish the Parks & Recreation Special Revenue Fund (G1107) be approved for \$20,708.

Date: 06/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

ORDINANCE NO. 2020-

AN ORDINANCE ESTABLISHING THE GRANT PROJECT BUDGET FOR THE
PARKS & RECREATION SPECIAL REVENUE FUND (G1107)

WHEREAS, there is a need to establish a fund to maintain special programs for the Parks and Recreation Department where donors and sponsors have restricted the use of the funding; and

WHEREAS, it is necessary to appropriate expenditures related to these special programs; and

WHEREAS, these projects will be funded with various donations, sponsorships and other funding sources restricted to the scope of programs developed.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the Parks & Recreation Special Revenue Fund (G1107) is hereby established:

<u>Parks & Recreation Special Revenue Fund (G1107)</u>	
	<u>Current Budget</u>
Revenues:	
Donations & Sponsorships - Poultry/Beak Week	\$ -
Donations & Sponsorships - Sports Tourism Programs	5,635.00
Donations & Sponsorships - Challenger Football	-
Donations & Sponsorships - Duke RX for Play	6,442.00
Transfer from the General Fund	8,631.00
Total Revenues	<u>\$ 20,708.00</u>
Expenditures:	
Poultry/Beak Week Expenditures	\$ 1,068.00
Sports Tourism Programs	11,921.00
Challenger Football Program	1,277.00
Duke RX for Play Program	6,442.00
Total Expenditures	<u>\$ 20,708.00</u>

This Ordinance shall be in full force and effect from and after the _____ day of _____ 2020.

Mayor

Attest:

City Clerk

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Amend Contract for Audit Services for Fiscal Year Ending June 30, 2019

BACKGROUND: The City changed auditors for the FY2019 audit from Carr, Riggs & Ingram to Dixon Hughes Goodman, LLP. This was the first time auditors had been changed in 22 years.

DISCUSSION: The Finance staff has worked the past 11 months to complete the FY19 audit. We have had multiple challenges completing the audit, even with working well outside reasonable hours.

We are requesting approval of an extension to complete the FY2019 audit until August 31, 2020. Finance hopes to complete its portion of the audit in the next 4 to 6 weeks, but need to allow the auditor time to complete their portion of the audit, and time to draft and review financial statements.

RECOMMENDATION: It is recommended that the Council approve the attached resolution to amend the contract for the auditing services for the Fiscal Year ending June 30, 2019 to Dixon Hughes Goodman, LLP for a proposed completion date of August 31, 2020.

Date: 6/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

RESOLUTION NO. 2020-

A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT AMENDMENT
NO. 2 BETWEEN THE CITY OF GOLDSBORO AND DIXON HUGHES GOODMAN, LLP FOR
THE EXTENSION OF THE AUDIT OF CITY'S ACCOUNTS
FOR THE FISCAL YEAR ENDING JUNE 30, 2019

WHEREAS, Council authorized the City to enter into a contract with Dixon Hughes Goodman, LLP on March 16, 2019 for the audit of the City's accounts for the year ending June 30, 2019; and

WHEREAS, there have been delays in finalizing the audit beyond the Local Government Commissions due date of December 31, 2019, and additional time is needed to complete the audit; and

WHEREAS, it is requested that an extension be granted until August 31, 2020.

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

1. The City of Goldsboro authorizes the Mayor and City Clerk to execute an amendment to the contract for an extension of time to complete the audit until August 31, 2020.
2. This resolution shall be in full force and effect from and after the _____ day of _____ 2020.

Mayor

Attested by:

City Clerk

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Amending Capital Project Fund Ordinance – Police Evidence Room and Fire Department Renovation (G1106)

BACKGROUND: On October 1, 2018, the Council approved the establishment of a capital project fund for the construction of the Police evidence room and Fire Station renovation which was funded with a \$5.3 million dollar loan.

DISCUSSION: The project is completed and there are additional funds that need to be appropriated so that they may be expended for items necessary to the project.

In July, 2014 the City issued \$4.5 million in debt for multiple General Fund projects which included approximately \$500 thousand for HVAC for the Police building. Those funds have not yet been expended and need to be appropriated. The debt revenue was recognized in the General Fund in fiscal year 2015, so the appropriation to fund this is a transfer from the General Fund in the amount of \$516,264.

There is associated investment interest in the amount of \$113,412 from the 2014 loan and the 2018 loan that has not yet been appropriated for the project and will be used to offset unanticipated expenditures. There is also revenue from a bid dispute settlement of \$40,000 to also be used to offset unanticipated expenditures. The total revenue appropriation for these items is \$669,676.

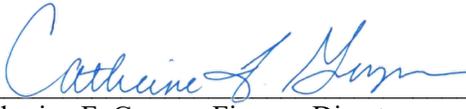
The total expenditure appropriation will increase by \$669,676. To date, these appropriations have been obligated or spent as follows:

Architect Fees	\$ 7,000.00
Computer network cabling - Brady	59,967.00
Computer network cabling - Brooks	80,478.00
Buck's Fire Extinguisher	325.00
Enviro Assessments - mold	18,200.00
Crane Rental - Generator	5,000.00
HVAC	16,127.00
S&ME - soil testing	685.00
Miscellaneous	1,951.00
Furniture for Fire Department Quarters	35,000.00
Furniture for Police offices and evidence(estim.)	60,000.00
	<u>\$ 284,733.00</u>

RECOMMENDATION:

It is recommended that the attached Capital Project Ordinance for the Police Evidence Room and Fire Department Renovation (G1106) be amended for \$669,676.

Date: 6/11/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

ORDINANCE NO. 2020-

AN ORDINANCE AMENDING THE
POLICE EVIDENCE ROOM & FIRE DEPARTMENT
RENOVATION CAPITAL PROJECT FUND (G1106)

WHEREAS, the City Council for the City of Goldsboro established the Police Evidence Room & Fire Department Renovation Capital Project Fund on October 1, 2018 to administer construction and renovation of the Police evidence room and fire department funded by an installment loan in the amount of \$5,300,000; and

WHEREAS, it is necessary to appropriate expenditures for the additional construction costs for the project; and

WHEREAS, this will be funded with revenue from a transfer from the General Fund representing debt proceeds from a loan originating in fiscal year 2015, investment income from the restricted loan escrow accounts, and miscellaneous income from settlement of a bid bond dispute.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following capital project fund is hereby amended:

Police Evidence Room & Fire Department Renovation Capital Project Fund (G1106)

	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase (Decrease)</u>
Revenues:			
Loan Proceeds	\$5,300,000.00	\$5,300,000.00	\$ -
Transfer from the General Fund	290,400.00	806,664.00	516,264.00
Investment Interest	-	113,412.00	113,412.00
Miscellaneous Revenue-Bid Bond Settlement	-	40,000.00	40,000.00
Total Revenues	<u>\$5,590,400.00</u>	<u>\$6,260,076.00</u>	<u>\$ 669,676.00</u>
Expenditures:			
Construction-Police Evidence & Fire Dept. Renov.	\$5,210,000.00	\$5,879,676.00	\$ 669,676.00
Professional Fees - Architect	380,400.00	380,400.00	-
Total Expenditures	<u>\$5,590,400.00</u>	<u>\$6,260,076.00</u>	<u>\$ 669,676.00</u>

Adopted this _____ day of _____, 2020.

Mayor

Attested by:

City Clerk

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JUNE 15, 2020 COUNCIL MEETING

SUBJECT: Amending a Special Revenue Fund Ordinance – Police Other Restricted Revenue Funds (P3104)

BACKGROUND: The Council authorized the creation of a special revenue fund to account for donor and sponsor restricted program funding on June 17, 2019.

DISCUSSION: The Police department has received various donations and sponsorships, and sales of found property over the past year and it is necessary to appropriate these revenues at this time.

Walmart Grant	\$ 4,000.00
Calendar Project	4,000.00
Found Guns sold through Property Room.com	9,555.15
Investment Interest	<u>113.00</u>
Total	\$17,668.15

The City has received the funds noted, and in order to comply with G.S §159-28 that requires all expenditures to be budgeted, it is necessary to appropriate the expenditures for the items purchased in FY20. This fund will continue to be amended as needed to account for the receipt of revenues and corresponding disbursements.

RECOMMENDATION: It is recommended that the attached Special Revenue Fund Ordinance for the Police Other Restricted Revenue Funds (P3104) be adopted for \$17,668.15.

Date: 05/10/2020



Catherine F. Gwynn, Finance Director

Date: _____

Timothy M. Salmon, City Manager

ORDINANCE NO. 2020-

AN ORDINANCE AMENDING THE SPECIAL REVENUE FUND FOR THE
POLICE OTHER RESTRICTED REVENUE FUND (P3104)

WHEREAS, the City of Goldsboro Police Department receives revenues from various restitution and seizure programs, and conducts various fundraisers and receives various donations, bequests and grants to help provide safety for the citizens and community and reduce criminal activity, and

WHEREAS, there is a need to amend the fund to appropriate revenue for the restricted donations, sponsorships, and surplus sales of found property received to date so that the expenditures may be appropriated and spent according to the restricted program.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that the following special revenue project budget is hereby amended:

Police Other Restricted Revenue Fund (P3104)

	<u>Current Budget</u>	<u>Amended Budget</u>	<u>Increase (Decrease)</u>
Revenues:			
Investment Interest	\$ -	\$ 113.00	\$ 113.00
Miscellaneous Revenue	2,241.75	2,241.75	-
Special Court Allocations	-	-	-
Sales of Restricted Surplus-Law Enforcement Support Office (LESO)	5,101.17	5,101.17	-
Donations - National Night Out	487.84	487.84	-
Donations - Heroes Donation	275.00	275.00	-
Local Grants - Walmart	3,000.00	7,000.00	4,000.00
Fundraising Law Enforcement Calendar Project	4,000.00	8,000.00	4,000.00
Fundraising Law Enforcement K9 Unit	583.00	583.00	-
Property Room.com Found Guns	-	9,555.15	9,555.15
Property Room.com Found Other Property	-	-	-
Total Revenues	<u>\$ 15,688.76</u>	<u>\$33,356.91</u>	<u>\$17,668.15</u>
Expenditures:			
Law Enforcement Supplies	\$ 2,241.75	\$ 2,354.75	\$ 113.00
Law Enforcement Supplies - Special Court Allocation	-	-	-
Law Enforcement Supplies - LESO Funding	5,101.17	5,101.17	-
Law Enforcement Supplies - National Night Out	487.84	487.84	-
Law Enforcement Supplies - Heroes Donation	275.00	275.00	-
Law Enforcement Supplies - Walmart Grant	3,000.00	7,000.00	4,000.00
Law Enforcement Supplies - Calendar Project	4,000.00	8,000.00	4,000.00
Law Enforcement Supplies - K-9 Unit	583.00	583.00	-
Law Enforcement Supplies - Property Room Found Guns	-	9,555.15	9,555.15
Law Enforcement Supplies - Property Room Found Other	-	-	-
Total Expenditures	<u>\$ 15,688.76</u>	<u>\$33,356.91</u>	<u>\$17,668.15</u>

Adopted this _____ day of _____, 2020.

Mayor

Attested by:

City Clerk

Item: N

City of Goldsboro
Departmental Monthly Reports
May 2020

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

Human Resources

- Human Resources staff met with management to discuss the final recommendations for the pay and compensation study.
- Staff served on the interview panel at Public Works May 20 and worked with the Fire Department on May 20, 21 for its assessment center.
- Developmental Associates completed the assessment process for Parks and Recreation Director.
- Staff is working with NeoGov to launch a learning module. Employees will be able to take courses on-line and work at their own pace.

Safety

- Completed fire inspections at City Hall. Inspections also performed at South End Park, Park House, and Compost Facility.
- Provided assistance with the Blood Drive on May 7 and Meals on Wheels.
- Fieldwork included City contractor observations, inspecting Center Street extension project, walk around with safety supervisor from TA Loving regarding progress of the HUB. Also spent time with crews throughout the City. Investigated two mailbox incidents, and conducted field survey for private contractors.
- Met with City Manager about Herman Park facility and interim Parks and Recreation Director regarding condition of basketball courts in certain parks.
- The Safety and Accident Review Committee reviewed five cases on May 27 (all vehicle accidents). Four at fault and one not at fault. Recommendations were sent to the City Manager.
- Attended Ladder Safety webinar sponsored by Department of Labor on May 28.
- Developed COVID-19 training for employees. Continue to observe employees complying with social distancing in and out of the field.
- Attended meeting at Elks Lodge for Freedom Festival logistics.
- Working with DMV to gain access for driver's license checks.

Occupational Health

HR staff recognized our Occupational Health Nurse on May 7. The blood drive was held May 19. There were 96 clinic visits this month. The nurse continues to provide guidance to supervisors and staff regarding COVID-19 and working with the safety coordinator to insure compliance throughout the facilities and work areas.

MONTHLY STATISTICS

2020	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	AVG
Total Employment	573	573	575	574	573								574
Vacancies	21	23	28	16	12								24
Applications	480	367	208	158	73								257
Applicant Notices	277	295	110	259	117								191
New Hires	9	6	5	3	1								5
Resignations	1	3	2	4	1								2
Retirements	4	2	1	0	1								2
Terminations	0	1	0	0	0								.20
Turnover Rate	.87%	.87%	.52%	.70%	.35%								.74%
Vehicle Accidents	4	0	2	5	5								3
Workers' Compensation	0	0	0	1	0								0.20
FFCRA Leave			0	10	6								5
Telework			37	39	35								37

2019	JAN	FEB	MAR	APR	MAY	JUN	JULY	AUG	SEP	OCT	NOV	DEC	AVG
Applications	348	320	346	542	283	203	401	247	61	274	620	276	323
New Hires	11	7	1	3	3	1	8	6	6	2	0	0	4
Separations	3	3	6	3	1	5	4	3	5	3	2	11	4
Vehicle Accidents	7	4	6	3	6	4	5	5	0	4	2	2	4
Workers' Compensation	2	4	3	0	2	2	0	0	0	0	0	0	1

Note: Hiring and separation statistics represent full-time personnel.

COMMUNITY RELATIONS DEPARTMENT

May 2020

Prepared By: Shycole Simpson-Carter, Community Relations Director

Date Prepared: June 8, 2020

- In light of COVID-19 and social distance requirements recommended by the Centers for Disease Control and Prevention (CDC) the following scheduled Boards and Commission meetings were canceled:
 - Commission on Community Relations and Development meeting for Tuesday, May 12, 2020
 - Goldsboro Mayor’s Youth Council meeting for April 6, 2020 and May 20, 2020 along with service projects scheduled for GYC to volunteer
 - Mayor’s Committee for Persons with Disabilities meeting for May 21, 2020

However, the Community Relations Department held a virtual public meeting to receive public input on May 22, 2020 before the Commission on Community Relations and Development. The purpose of the virtual public meeting was to provide the public an opportunity to share their input with regard to housing and non-housing needs as part of Goldsboro’s FY20-24 Consolidated Action Plan (ConPlan) and FY20-21 Annual Action Plan (AAP).

The Department of Housing and Urban Development (HUD) requires jurisdictions receiving federal funds from Community Development Block Grant and HOME Investment Partnerships programs to develop and submit a Five-Year Consolidated Plan. The plan identifies the needs of lower-income persons in the locality and the proposed actions to be taken to serve those needs. Goldsboro’s draft [FY20-24 Consolidated Plan \(ConPlan\) and the FY20-21 Annual Action Plan](#) (AAP) was made available for review and comment on May 27, 2020 until 5:00 p.m. on June 25, 2020. The FY20-24 ConPlan and FY20-21 AAP will outline the proposed use of funds Goldsboro is expected to receive: **\$351,137** from CDBG, **\$237,076** from HOME, **\$206,554** from CDBG-CV and any other funding to be used in conjunction with these three grants.

- The Department received one (1) housing complaints and three (3) requests for assistance. Description of said complaints were an alleged improper evictions complaint along with substandard housing issues and three seeking assistance with housing or sheltering in place related to COVID-19. Complaints were submitted through the Cityworks system or rerouted for resolution to the appropriate City Department, designated community agency, or State resource.
- After the Department’s presentation on the City of Goldsboro Summer Youth Employment Initiative Program to City Council on May 4, 2020, City Council authorized the suspension of just the FY20 SYEI program due to COVID-19 and revisiting the facilitation of a program next summer around January 2021.

2020 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	2	2	1	3	4								2
Consumer & Other	2	2	10	7	0								4
2019 Complaints	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	AVG
Housing	1	4	5	2	2	4	2	2	2	1	1	0	2
Consumer & Other	3	4	3	4	3	4	6	1	4	0	4	2	3

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

- **Method of accounting for revenue accounts changed January 2020, this report now reflects F/Y data to provide a more accurate snapshot of current activity and trends.**
- **No May activity allowed by Executive Order closure; expenses and revenues in this report include ticket-sale receipts and payouts related to prior months, posted in May.**
- **May COVID-19 related postponements include: 29 rental days, 12 public performances.**
- **Repairs and Maintenance:**
 - Wheelchair lift replacement being evaluated, contractor providing estimate.
 - Substantial roof damage, warranty and repairs under investigation.

-----FINANCIAL-----

- Expenses –\$113,559: Labor - \$11,123 /Operational – \$102,436
- Revenues - \$43,468: Tickets -\$43,468 /Rentals- \$0 /Concession- \$0

	July-19	Aug-19	Sept-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	April-20	May-20	June-20	2020 Total	2020 Average
Exp	\$21,916	\$41,241	\$43,600	\$50,200	\$32,374	\$66,748	\$61,859	\$56,489	\$65,545	\$23,792	\$113,559		\$577,323	\$52,484
Rev	\$8,423	\$8,090	\$7,824	\$12,301	\$16,740	\$28,934	\$83,453	\$88,232	\$27,544	\$15,415	\$43,468		\$340,424	\$30,948
	July-18	Aug-18	Sept-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	April-19	May-19	June-19	2019 Total	2019 Average
Exp	\$55,630	\$40,550	\$68,803	\$42,545	\$40,161	\$32,024	\$34,447	\$33,393	\$68,435	\$41,297	\$25,832	\$34,713	\$517,830	\$43,153
Rev	\$6,293	\$17,910	\$332	\$5,741	\$23,896	\$16,954	\$12,993	\$13,259	\$15,347	\$5,406	\$20,107	\$19,988	\$158,226	\$13,186

-----GOLDSBORO EVENT CENTER-----

- **Method of accounting for revenue accounts changed January 2020, this report now reflects F/Y data to provide a more accurate snapshot of current activity and trends.**
- **No May activity allowed by Executive Order closure; May expenses and revenues in this report include substantial ticket-sale receipts and payouts related to prior months.**
- **May COVID-19 related cancellations/postponements include 14 rental days**
- **Repairs and Maintenance:**
 - Weather damaged façade repairs being coordinated.

-----FINANCIAL-----

- Expenses – \$9,130: Labor - \$4,606 /Operational – \$3,558
- Revenues – \$1,916: Rentals - \$1,916 /Concessions – \$0
- Value City Use – \$0: Value of non-revenue City use: = \$0

	July-19	Aug-19	Sept-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	April-20	May-20	June-20	2020 Total	2020 Average
Exp	\$6,887	\$10,356	\$9,001	\$13,055	\$6,916	\$13,636	\$7,740	\$21,673	\$19,737	\$9,130	\$8,164		\$126,295	\$11,481
Rev	\$2,000	\$8,369	\$12,579	\$7,439	\$7,799	\$11,371	\$9,590	\$7,825	\$1,383	-\$548	\$1,916		\$69,723	\$6,338
City	\$2,075	\$2,700	\$4,700	\$10,076	\$6,483	\$9,436	\$6,800	\$4,964	\$375	\$0	\$0		\$47,609	\$4,328
	July-18	Aug-18	Sept-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	April-19	May-19	June-19	2019 Total	2019 Average
Exp	\$9,083	\$11,367	\$7,815	\$16,427	\$8,760	\$10,306	\$9,198	\$8,624	\$13,459	\$13,121	\$6,968	\$8,393	\$123,521	\$10,293
Rev	\$7,971	\$7,131	\$2,143	\$10,781	\$3,326	\$5,224	\$4,645	\$7,204	\$11,475	\$5,932	\$2,529	\$13,136	\$78,497	\$6,541
City	\$3,425	\$6,175	\$3,925	\$12,475	\$9,150	\$7,000	\$1,900	\$5,100	\$8,525	\$3,875	\$7,975	\$5,225	\$74,750	\$6,229

INSPECTIONS

May 2020

Prepared By: Allen Anderson, Jr.

Date Prepared 06/02/20

The valuation of all-miscellaneous (Mechanical, gas, insulation, electrical, plumbing, fire, sprinkler, pool, tank, demolition, signs, business inspection, & itinerant merchant) permits issued during this time period totaled \$1,297,496.

All permit fees collected for the month totaled \$32,552. Of the permit fees collected for the month, \$3,795 was collected in technology fees. Plan review fees collected during the month totaled \$1,800. Business Registration fees collected totaled \$2,155.

The Inspectors did a total of 474 inspections for the month. During the month of May, two (2) business inspections were completed. A total of 251 permits were issued for the month. Fifty (50) plan reviews were completed for May. We now have a total of 157 residential structures in the Minimum Housing Process and 6 commercial structures in the Demolition by Neglect Process.

2020	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg
Permit Valu.													
All Bldgs \$ (M)	\$11	\$2.3	\$1.4	\$3.8	\$1.9								\$4.1
Residential \$ (K)	\$2.6M	\$843	\$435	\$2.4M	\$858								\$1.4M
Misc \$ (M)	\$3	\$3	\$1.3	\$1.3	\$1.3								\$2
Permit Fee \$ (K)	\$45	\$48	\$29	\$38	\$33								\$39
Inspections	597	351	612	430	474								493
Permits Issued	271	249	257	229	251								251
Plan Reviews	17	43	41	45	50								39
Min Housing In Process	134	136	157	157	157								148
2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Avg
Permit Valu.													
All Bldgs \$ (M)	\$2	\$14	\$6	\$428K	\$8	\$2	\$4	\$11	\$2	\$3	\$10	\$4	\$6
Residential \$ (K)	\$805	\$1M	\$599	\$0	2M	\$767	\$580	\$557	\$985	\$514	\$999	\$1M	\$817
Misc \$ (M)	\$5	\$2	\$2	\$2	\$2	\$1	\$3	\$2	\$1	\$2	\$1	\$2	\$2
Permit Fee \$ (K)	\$34	\$40	\$48	\$27	\$46	\$41	\$38	\$40	\$26	\$23	\$46	\$40	\$37
Inspections	614	603	531	497	603	488	533	663	516	447	500	453	537
Permits Issued	296	296	270	271	334	296	329	255	226	248	236	241	275
Plan Reviews	39	47	65	46	34	43	90	35	51	70	45	34	50
Min Housing In Process	171	99	102	118	121	125	126	111	121	129	128	129	123

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

- Met with (or conversed by email/phone) 2 potential new property acquisition projects/persons and/or business interests regarding downtown.
- Over the past month, staff visited downtown businesses 15 different times.
- Continued discussions about the Neighborhood Plan and property acquisitions.
- Collaborated with city and county entities to create a weekly business support webinar series.
- Continued working on the Union Station Adaptive Reuse Study.

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

- Created ads for Go, Buzz, 107.9, Curtis Media, billboards and the News-Argus for downtown updates.
- Attended multiple Merchants Association meetings throughout the month, in person and virtual.
- Completed a budget review for FY 2020/21.
- Staff met with 3 developers to discuss their potential interest/involvement in developing downtown properties.
- Staff met with a property development consultant to discuss neighborhood plan needs.
- Staff attended virtual meetings on COVID-19 relief topics throughout the month of May.
- Staff continued to communicate with merchants daily from March 13th regarding funding and policy updates.
- Staff worked to continue placing 2 orders for downtown beautification/art projects.

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

- Facilitated and attended virtually (Zoom) the following monthly meetings: DGDC Board (05/20), DGDC Executive Committee (05/13), DGDC EV Committee (05/12). DGDC Design and DGDC Promotions Committees did not meet in May.
- Staff began editing the 2020 event schedule based on evolving crowd restrictions, and is in the process of reworking Calendar of Events in response to COVID-19.

Upcoming Events/Activities:

- Center Street Jams intended to begin July 9th.
- Sprinkler Fun Days intended to begin July 2nd.

Businesses Opening/Properties Purchased

- Brisas Latin Cuisine has moved across the street to 103 N Center Street; the old Ed's property.
- Up North Pizza opened in the former Brisas location.
- 109 Ormond Avenue in the midst of final contract.
- Hairology Salon opened 108 W. Mulberry Street

Other

- Downtown Goldsboro's Facebook page followers/likes grew from 11,458 to 11,520 in the month of May.

Information Technology
 May 2020
 Prepared By: Scott Williams
 Date Prepared: June 2, 2020

- Completed Police Memorial Video and drone flight.
- Completed survey for SCADA upgrades.
- Completed fiber relocation and pole adjustments for area near The Hub.
- Completed a walkthrough of conduit for sound and communications at The Hub and the last blocks of Streetscape.
- Completed setup for Energov IVR using existing number.
- Installed/Configured four AVL units for vehicle tracking.
- Received and installed UPS Units for GPD and GFD machines to cover power loss during weekly generator testing.
- Completed setup for Council Meeting to be ran over WebEx.
- Installed camera system for Interview Room #2 at Goldsboro Police Department.
- Completed Inspections Conference Room upgrades.
- Completed Compost Plant media upgrades.
- Completed storage assessment and firmware updates for Storage Area Network.
- Moved City websites to new server.
- Completed server portion of FETCH program for Goldsboro Fire Department.
- Rebuilt tables in Banner and updated to the latest version; Updated test environment.
- Assisted with Virtual Assessment Center for Goldsboro Fire Department.
- Upgraded RTA Garage Software.

2020	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	551	656	595	618	448								574	2,868
Tickets Closed	524	684	560	680	425								575	2,873
Open Tickets	511	483	518	456	479								490	

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG	TOTAL
Tickets Opened	662	536	546	519	540	424	686	708	545	734	475	441	568	6618
Tickets Closed	551	467	575	429	496	454	942	664	503	672	498	416	556	6667
Open Tickets	456	490	457	549	582	612	300	342	384	446	423	448	457	

Public Works Department

May 2020

Prepared by: Chad Edge

Date Prepared: 8 June 2020

Monthly Highlights

Buildings & Grounds: Continued with added/installed multiple electrical outlets and pulled several hundred feet of Cat-6 cable for IT; Completed lighting within Police Depart parking lot; Added/ installed water and power for new washer and dryer units at Event Center.

Distribution & Collections: Replaced 14 manhole lids/installed rain pans; Continue to flush water system at night; Assisted Water Treatment Plant by installing a 2-in. tap, 2-in. hydrant, and 700 feet of 8 inch water line to pump water from plant to clear well.

Streets & Storm water: Replaced 300 linear ft of sidewalk/driveway aprons within 300 block of Park Ave; Restored flow to 773 ft ditch by Concord Reserve Apartments (Cashwell Dr.); cleaned 13 catch basins as part of rodding/ cleaning 1075 ft of storm drain system.

Departments		2020												AVG
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Distribution & Collections	Utility Line Maint (1000-ft)	22.3	12.2	35.4	17.3	3.4								18.1
	Lines Camera'd (1000-ft)	5.8	5.2	7.6	5.1	12.6								7.3
	Water Repairs	27	22	27	19	9								20.8
	Sewer Repairs	12	10	29	19	12								16.4
	Hydrants Replaced/Fixed	9	9	2	3	2								5.0
	Meter Install/Changed	34	36	33	22	30								31.0
Bldg & Grounds	Radio, Electrical, Bldg	42	23	54	50	49								43.6
	Sign Repairs	78	56	54	23	24								47.0
	ROW Mowing (ac)	0	0	44	73	101.6								43.7
	City-Owned Lots Mowing (ac)	0	0	50	92	89								46.2
Garage	Total Work Orders	228	357	209	296	245								267.0
	Total Fuel Cost (x1000)	\$ 46	\$ 67	\$ 52	\$ 60	\$ 52								55.4
Solid Waste	Refuse (x1000 tons)	0.9	0.8	0.9	1.0	1.0								0.926
	Recyclables (tons)	103	79	93	88	88								90.2
	Leaf-n-Limbs (x1000 tons)	0.4	0.7	0.1	0.9	0.9								0.596
Cemetery Funerals		5	3	9	4	2								4.6
Street & Storm	Utility Cut Repairs	0	0	18	29	10								11.4
	Pot Hole Repairs	49	83	30	28	35								45.0
	Streets Swept (miles)	48	112.3	66.2	128	123.1								95.5
	Pipe&Open Ditch Maint(1000-ft)	0.08	0.50	0.05	1.73	2.07								0.885
	Ditch mowing (1000-ft)	0.00	0.00	0.00	2.51	1.17								0.734
	Storm Pipe Repairs	1	7	5	5	5								4.6
2019														
Distribution & Collections	Utility Line Maint (1000-ft)	8.7	8.0	9.8	13.5	11.6	6.0	7.3	24.2	15.6	11.1	9.8	5.2	10.9
	Lines Camera'd (1000-ft)	10.8	11.3	9.8	8.6	11.9	1.6	6.3	14.3	10.2	13.8	5.7	1.9	8.9
	Water Repairs	27	20	16	28	19	30	34	26	37	27	17	22	25.3
	Sewer Repairs	31	7	9	34	10	18	22	10	44	38	27	25	22.9
	Hydrants Replaced/Fixed	37	16	19	10	16	3	17	13	8	40	13	19	17.6
	Meter Install/Changed	102	63	56	47	54	52	57	51	35	35	24	25	50.1
Bldg & Grounds	Radio, Electrical, Bldg	260	219	202	193	333	234	204	324	49	59	34	33	178.7
	Sign Repairs	48	72	48	29	32	67	47	25	35	18	25	41	40.6
	ROW Mowing (ac)	10	0	0	70	83	110	124	107	103	35	0	0	53.5
	City-Owned Lots Mowing (ac)	0	0	0	81	75	105	114	106	98	32	0	0	50.9
Garage	Total Work Orders	365	309	276	316	255	298	298	397	289	323	273	207	300.5
	Total Fuel Cost (x1000)	\$ 61	\$ 53	\$ 55	\$ 64	\$ 56	\$ 65	\$ 66	\$ 68	\$ 61	\$ 67	\$ 55	\$ 52	60.3
Solid Waste	Refuse (x1000 tons)	1.0	0.7	0.8	0.9	0.9	1.0	1.0	1.0	0.9	0.9	0.8	1.0	0.9
	Recyclables (tons)	13	78	83	87	95	99	103	79	62.32	105.07	85.25	92	81.8
	Leaf-n-Limbs (x1000 tons)	0.8	0.6	0.7	0.7	0.9	0.6	0.7	0.7	1.1	0.7	0.7	1.1	0.8
Cemetery Funerals		4	4	7	5	6	1	8	3	2	4	8	2	4.5
Street & Storm	Utility Cut Repairs	15	12	10	11	9	12	14	13	3	21	0	0	10.0
	Pot Hole Repairs	56	49	52	18	15	20	18	19	17	7	32	55	29.8
	Streets Swept (miles)	110	143	135	16	103	64	35	45	49	109	79.2	63	79.3
	Pipe&Open Ditch Maint(1000-ft)								1.26	3.85	1.27	1.1	0.45	1.6
	Ditch mowing (1000-ft)								6.05	10.52	8	7	7	7.7
	Storm Pipe Repairs							5	6	4	2	0	3.4	

PUBLIC UTILITIES DEPARTMENT
 May 2020
 Prepared By: Michael Wagner
 Date Prepared: June 11, 2020

Water Treatment Plant

- The Water Treatment Plant operations are proceeding smoothly, with the exception of the cracked radiator on the emergency generator.
 - The plate settlers are expected to arrive and installation begin June 22nd.
 - 1-million gallon per day sump pump for filters is scheduled for May installation.
 - The annual conversion from chloramines to free chlorine has gone well and is scheduled to end June 17, 2020. This conversion was while Public Works does annual flushing maintenance.

Water Reclamation Facility

- The Water Reclamation Facility operations are proceeding smoothly. The average daily flows for May were 10.11 MGD.
 - Aging U.V. System and filters are impeding best treatment practices and increasing operational costs.
- All of the city’s 26 pump stations are operating well.
 - With the exception of the 117 and Little Cherry pump station bar screens.
 - The obsolete telemetry system continues to be prepared for an upgrade.

Compost Facility

- Seven-hundred and twenty seven cubic yards of compost and mulch was sold in May 2020.

Historical data for water and sewer volumes are in million gallons per day (MGD) and are average daily flows for each month.

2020 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.032	6.201	6.318	6.117	6.639								6.261
Sewer**	9.71	13.45	9.95	8.60	10.11								10.36
Compost	283	950	824	914	727								739

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

2019 MGD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Monthly Average
Water*	6.206	6.053	6.016	6.175	7.237	7.351	7.361	6.890	6.693	6.519	6.310	6.287	6.591
Sewer**	11.66	11.76	12.22	11.01	7.84	8.28	7.39	6.83	7.48	6.73	6.92	8.52	8.88
Compost	52	319	390	552	503	437	103	121	217	508	350	6	297

*Water permit- 12.0 MGD; **Wastewater permit- 14.2 MGD

FINANCE
MAY 2020
Prepared By: Andrea Thompson
Date Prepared: June 8, 2020

OVERALL SUMMARY				
	FY 18-19	Adjusted Budget	FY 19-20	YTD % Collected
	Actual to Date May-19		Actual to Date May-20	
Revenues				
General Fund	\$ 38,575,934	\$ 45,117,296	\$ 33,936,426	75.22%
Utility Fund	18,830,458	20,424,368	17,050,813	83.48%
Downtown District Fund	73,428	221,701	90,424	40.79%
Occupancy Tax Fund	1,021,111	1,113,732	957,427	85.97%
Stormwater Fund	1,375,986	1,467,481	1,400,836	95.46%
Total	\$ 59,876,917	\$ 68,344,578	\$ 53,435,926	78.19%
Expenditures				
General Fund	\$ 41,475,198	\$ 45,117,296	\$ 37,750,007	83.67%
Utility Fund	19,286,295	20,424,368	17,189,678	84.16%
Downtown District Fund	45,859	221,701	158,338	71.42%
Occupancy Tax Fund	1,164,487	1,113,732	991,628	89.04%
Stormwater Fund	890,148	1,467,481	905,286	61.69%
Total	\$ 62,861,986	\$ 68,344,578	\$ 56,994,937	83.39%

MAJOR CATEGORIES				
	FY 18-19	Adjusted Budget	FY 19-20	YTD % Collected
	Actual to Date May-19		Actual to Date May-20	
Revenues				
Property/Occupancy Taxes	\$ 16,836,840	\$ 18,092,380	\$ 17,256,275	95.38%
Charges for Services	20,123,469	22,522,489	21,693,915	96.32%
Revenue Other Agencies	18,921,988	16,382,031	9,704,552	59.24%
Other Revenues	3,994,620	2,715,676	1,866,652	68.74%
Fund Balance	-	5,717,470	-	0.00%
Shared Services	-	2,914,532	2,914,532	100.00%
Total	\$ 59,876,917	\$ 68,344,578	\$ 53,435,926	78.19%
Expenditures				
Labor	\$ 26,447,242	\$ 31,034,925	\$ 26,834,366	86.47%
Non-Labor	36,414,744	37,309,653	30,160,571	80.84%
Total	\$ 62,861,986	\$ 68,344,578	\$ 56,994,937	83.39%

SELECTED OTHER INFORMATION			
Collections	FY 18-19	Actual	Total
	Actual	May-20	Collected F-YTD
Debt Setoff	\$ 42,896	\$ 5,186	\$ 44,071
Surplus	\$ 160,832	\$ -	\$ 57,818

PLANNING

May 2020

Prepared By: Debra Creighton

Date Prepared: June 4, 2020

During the month of May, the Planning staff reviewed and signed off on all commercial and residential building and sign permits. Staff continues to prepare for upcoming meetings and has overseen contracted projects for the MTP Update, a marketing contract for GWTA and landscaping maintenance for Welcome to Goldsboro signs and enhancement areas. On-going projects include tree and stump removal, preparation of transportation-related documents and preparation of case reports. ***Code Enforcement has suspended issuing tickets during this time while the State of North Carolina is under mandatory Covid-19 restrictions.***

2020	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Average
Site/Subdivision Plans														
Planning Commission	2	4	2	3	2								13	3
Staff Level	0	2	1	1	1								5	1
Rezoning														
Rezoning	2	1	1	0	0								4	1
Historic District Commission														
Commission Review	1	1	0	0	1								3	1
Staff Review	1	0	1	2	2								6	1
Code Enforcement														
Grass Cutting # Lots	0	0	0	36	53								89	45
Grass Cutting Payments	0	0	0	\$2,115	\$3,025								\$5,140	\$2,570
Junk Vehicles	0	7	2	2	27								38	8
Tagged Vehicles	0	43	7	47	2								99	20
Illegal Signs Removed	0	0	143	67	13								223	45
Bags of Litter Picked Up	292	2438	261	187	224								3402	680

ENGINEERING DEPARTMENT

May 2020

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

Date Prepared: 06-05-2020

Stoney Creek Greenway

- Staff is awaiting authorization to construct from NCDOT;
- Project manual and final estimate are complete;
- Anticipated advertisement for bids, upon NCDOT approval, in summer 2020.

Phase IV Sewer Collection Rehabilitation

- This project is 85% complete;
- Additional change orders amended the contract completion date to September 9, 2020.

SJAFB Sewer Outfall Improvements

- Invitation to Bid was advertised on May 6, 2020 with a scheduled bid opening of June 11, 2020;
- In addition to SJAFB Sanitary Sewer Outfall Improvements, this project includes Glen Oak Drive Sanitary Sewer Outfall Connection.

2019 Infrastructure Recovery (Golden Leaf Foundation)

- This project is 75% complete;
- City Council approved Change Order No. 1 on March 2, 2020 to include additional work for removal and replacement of a deteriorated sewer line located behind properties in the 100 block of North Georgia Avenue;
- Change Order No. 1 amended the contract completion date to June 16, 2020.

2020 Street Improvements Project

- This paving project includes:
 1. Oak Hill Drive from North Berkeley Boulevard to Green Drive;
 2. East Chestnut Street from South Slocumb Street to South Leslie Street;
 3. Hawthorne Street from Oleander Avenue to Andrews Avenue;
 4. Mimosa Street from Claiborne Street to Randolph Street;
- City Council awarded a contract to Weaver's Asphalt & Maintenance Co., Inc. on April 6, 2020 for \$641,711;
- A preconstruction conference will be scheduled once contract documents are completed.

Ash Street/Alabama Avenue Sidewalk

- Construction plans are 90% complete;
- Duke Energy has relocated conflicting poles;
- Anticipated advertisement for bids July 2020.

2017 Wastewater System Improvements

- The low bid was submitted by Am-Liner East, Inc. of Berryville, VA on April 21, 2020;
- Council awarded contract for \$502,287 on May 4th contingent upon Division of Water Infrastructure approval.

2017 Water System Improvements

- Design plans and specifications are being developed;
- Design plans and specifications are anticipated to be sent for NCDEQ review in September 2020.

2019 Water System Improvements

- Received the NCDEQ Letter of Intent to Fund;
- Staff is coordinating with the Finance Department to determine if the City of Goldsboro can afford the project;
- Once Finance Department determines affordability, staff will develop a Request for Qualifications for design services and advertise June 2020.

2019 Street Resurfacing

- Final list was approved during the August 5th Council meeting;
- Staff is working to develop a more detailed cost estimate to determine if additional street segments can be added;
- Once the detailed estimate is developed, staff will begin putting together the contract documents and advertise for bids;
- Anticipated advertise for bids in July 2020.

Best Management Practices (BMPs) Inspections

- Approximately 308 BMPs have been approved and 258 BMPS have been constructed to date;
- All BMP inspections completed through the month May 2020.

FIRE DEPARTMENT
 May 2020
 Prepared By: CL/JD
 Date Prepared: 06.08.2020

Fire Prevention and Outreach

- Outside Community Outreach cancelled due to Covid-19 restrictions
- 5/4 - Community Service – Story Time with GFD – Engineer Boswell
- 5/10 - Community Service – Story Time with GFD – Firefighter Singletary
- 5/15 – Community Service – Parade - Willow Creek Nursing Home
- 5/17 – Community Service – Birthday Ride By - 1313 N Jefferson Ave.
- 5/17 - Community Service – Birthday Ride By - 503 Quail Dr.
- 5/22 - Community Service – Graduation Parade - Goldsboro High School
- 5/28 - Community Service – Birthday Ride By - 208 Graham St.
- 5/30 - Community Service – Graduation Parade - Downtown Goldsboro
- 5/30 - Community Service – Pastor Appreciation Ride By -1303 N Florida St.
- 5/30 - Community Service – Birthday Ride By - 217 Randall Lane
- 5/30 - Community Service – Birthday Ride By - 104 Aurora Lane

Working Structure Fires

- 5/16 - 1006 S Claiborne St.
- 5/18 - 406 Whitfield Dr.
- 5/21 - 1706 Evergreen Ave.
- 5/30 - 909 Sixth St.

Working Vehicle Fires

- 5/12 - 1601 E Ash St.
- 5/19 - 2740 S US 117 HWY
- 5/31 - 900 E Ash St.

2020	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>July</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	198	187	166	111	118								156
Structure Fires:	10	4	2	1	4								4
EMS Calls:	70	81	73	7	21								50
Vehicle Accidents:	35	22	26	25	26								27
Fire Alarms:	46	29	26	38	33								34
Other:	37	51	39	40	34								40
Training Hours:	2969	3014	3138	2426	2289								2767
Safety Car Seat Checks:	3	9	2	0	2								3
Inspections:	129	119	143	73	108								114
2019	<u>Jan.</u>	<u>Feb.</u>	<u>Mar.</u>	<u>Apr.</u>	<u>May</u>	<u>Jun.</u>	<u>Jul.</u>	<u>Aug.</u>	<u>Sept.</u>	<u>Oct.</u>	<u>Nov.</u>	<u>Dec.</u>	<u>Avg.</u>
Total Incidents:	196	191	203	209	241	207	215	199	223	235	227	209	213
Structure Fires:	5	3	2	4	1	1	4	2	1	10	3	3	3
EMS Calls:	72	84	79	76	76	79	75	74	68	84	78	85	78
Vehicle Accidents:	27	30	40	33	39	27	22	36	33	38	36	32	33
Fire Alarms:	33	33	29	40	54	54	47	46	66	47	44	41	45
Other:	59	41	53	56	71	46	67	41	55	56	66	48	55
Training Hours:	3122	3211	3263	1804	2128	1788	1885	2995	1757	2061	1963	1322	2275

Note: Other Fire Calls includes Good Intent Calls, Bomb Scares, Vehicle Fires, Cooking Fires, False Alarms, Assist GPD, Service Calls, Haz-Mat Calls, Grass Fires and Unauthorized Burning.

**GOLDSBORO POLICE DEPARTMENT
MAY 2020**

Prepared By: Michael D. West

Date Prepared: June 4, 2020

Total Part I Crime (Homicide, Rape, Robbery, Aggravated Assault, Burglary, Larceny, Motor Vehicle Theft, and Arson) for May 2020 were 116, compared to 160 for May 2020.

Property with an estimated value of \$146,075 was reported stolen, while property with an estimated value of \$8,160 was recovered.

Officers arrested 120 people and issued 314 citations during the month. There were 49 drug-related charges.

There were 6 report(s) of assaults on officers.

Revenue collected for May 2020 included:

Police Reports	\$ 293.00
Fingerprints	\$ 20.00
Special Events	\$ 0.00
Total	\$ 313.00

PART I CRIME COMPARISON & TREND															
	2020	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Rape		1	1	0	1	0	0	0	0	0	0	0	0	3	1
Robbery		5	7	2	0	4	0	0	0	0	0	0	0	18	4
Aggravated Assault		11	12	14	9	9	0	0	0	0	0	0	0	55	11
Breaking & Entering		29	27	21	23	18	0	0	0	0	0	0	0	118	24
Larceny		112	122	113	97	79	0	0	0	0	0	0	0	523	105
Motor Vehicle Theft		9	8	7	6	6	0	0	0	0	0	0	0	36	7
Arson		0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS		166	177	157	136	116	0	0	0	0	0	0	0	753	159.25
	2019	Jan	Feb	Mar	Apr	May	Jun	July	Aug.	Sept	Oct	Nov	Dec	Total	AVG
OFFENSE															
Homicide		0	0	0	0	0	2	0	0	0	0	0	0	2	0.2
Rape		1	0	0	2	1	0	2	1	0	0	1	1	7	0.7
Robbery		6	4	5	4	5	1	3	5	4	4	4	6	41	4.1
Aggravated Assault		7	8	10	5	15	14	9	10	13	16	10	14	107	10.7
Breaking & Entering		33	31	24	35	35	22	34	25	30	30	26	30	299	29.9
Larceny		157	92	104	135	99	138	134	138	127	142	116	113	1266	126.6
Motor Vehicle Theft		7	9	11	8	5	7	6	7	9	7	11	6	76	7.6
Arson		0	1	0	0	0	0	0	0	0	0	0	0	1	0.1
TOTALS		211	145	154	189	160	184	188	186	183	199	168	170	1799	179.9

Parks & Recreation

May 2020

Prepared By: Joshua Shockley/Felicia Brown

Date Prepared: 06/08/2020



North Carolina

- Special Pops – Distributed 81 “Activity Kits” that included planting kits, coloring pages, and photo frames to Stepping Stones, NOVA Inc., and School Street School.
- BMSC – Some PT staff were used at Parks / Golf Course / Parks Maintenance Crew.
- WA Foster – Some PT staff were used at Parks / Golf Course / Parks Maintenance Crew.

2020	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park Rec Center													
Program Revenue	\$2,361	\$3,933	\$336	\$0	\$0								\$1,326
Rental Revenue	\$260	\$1,225	\$1,240	\$0	\$0								\$545
Facility Usage	418	1,082	267	0	0								353
Expenditures	\$4,257	\$5,205	\$2,542	\$2,270	\$1,388								\$3,132
WA Foster Rec Center													
Program Revenue	\$10	\$5	\$15	\$0	\$0								\$6
Rental Revenue	\$975	\$1,563	\$900	\$0	\$0								\$688
Facility Usage	4,050	3,604	605	0	0								1,652
Expenditures	\$10,396	\$8,788	\$5,335	\$2,833	\$3,216								\$6,114
Specialized Recreation													
Program Revenue	\$0	\$0	\$0	\$0	\$0								0
Rental Revenue	\$0	\$0	\$0	\$0	\$0								0
Facility Usage	354	339	197	0	0								178
Expenditures	\$2,020	\$2,164	\$1,173	\$40	\$226								\$1,125
Senior Programs & Pools													
Program Revenue	\$280	\$201	\$157	\$0	\$0								\$128
Rental Revenue	\$0	\$0	\$0	\$0	\$0								0
Facility Usage	1,144	1,532	674	0	33								677
Expenditures	\$2,223	\$2,380	\$7,343	\$4,686	\$1,961								\$3,719
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	\$3,262	\$5,000	\$5,080	\$0	\$0								\$2,668
Field / Shelter Rental \$	\$700	\$5,010	\$1,200	\$0	\$0								\$1,382
Facility Usage	12,865	17,845	6,585	300	644								7,648
Expenditures	\$6,663	\$14,564	\$11,999	\$13,607	\$38,561								\$17,079
Golf Course													
Revenues	\$42,254	\$16,420	\$48,796	\$55,207	\$61,268								\$44,789
Expenditures	\$44,862	\$23,671	\$55,861	\$43,212	\$42,747								\$42,073
Rounds of Golf	973	557	1,421	1,805	2,227								1,397
Net	-\$2,608	-\$7,251	-\$7,065	\$11,995	\$18,521								\$2,718
Special Events													
Sponsorships	\$0	\$0	\$0	\$0	\$0								\$0
Participation	0	0	130	0	0								26
Expenditures	\$332	\$0	\$292	\$34	\$0								\$132
TOTAL REVENUE	\$50,102	\$33,357	\$57,724	\$55,207	\$61,268	\$	\$	\$	\$	\$	\$	\$	\$51,532
TOTAL REVENUE FOR THE YEAR													\$257,658

**Expenditures include part-time labor cost and facility operational cost but do not include full-time labor cost, 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.

2019	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
Herman Park													
Program Revenue	\$1,805	\$3045	\$1,826	\$2,928	\$3,225	\$7,242	\$16,676	\$8,574	\$690	\$1,141	\$412	\$452	\$4,001
Rental Revenue	\$860	\$1,390	\$2,455	\$1,770	\$2,270	\$3,490	\$2,765	\$2,545	\$1,140	\$1,470	\$1,105	\$1,210	\$1,873
Facility Usage	1,735	2,126	1,691	1,788	1,901	1,694	1,568	2,013	868	985	655	595	1,468
Expenditures	N/A	N/A	N/A	N/A	N/A	N/A	\$22,141	\$8,837	\$5,666	\$4,724	\$2,564	\$5,692	\$8,271
WA Foster Rec Center													
Program Revenue	\$200	\$1,180	\$160	\$205	\$300	\$2,890	\$4,695	\$3,235	\$90	\$40	\$30	\$50	\$1,090
Rental Revenue	\$350	\$1,275	\$350	\$1,100	\$4,600	\$1,600	\$1,200	\$2,830	\$1,180	\$1,200	\$1,135	\$837	\$1,471
Facility Usage	7899	7,848	8,320	7,525	9,663	8,624	7,452	5,007	2,570	5,081	5,526	4,729	6,687
Expenditures	N/A	N/A	N/A	N/A	N/A	N/A	\$32,727	\$18,189	\$9,745	\$10,914	\$10,025	\$11,261	\$15,477
Specialized Recreation													
Program Revenue	---	\$102	\$94	---	---	---	---	\$230	---	---	---	---	\$36
Rental Revenue	---	---	---	---	---	---	---	---	---	---	---	---	---
Facility Usage	413	388	467	348	1,675	277	368	562	365	459	516	150	499
Expenditures	N/A	N/A	N/A	N/A	N/A	N/A	\$1,851	\$2,436	\$1,001	\$2,641	\$4,306	\$590	\$2,138
Senior Programs & Pools													
Program Revenue	\$242	\$264	\$277	\$309	\$2,396	\$6,124	\$7,939	\$2,621	\$2,415	\$309	\$249	\$205	\$1,946
Rental Revenue	---	---	---	---	---	\$550	\$425	\$375	---	---	---	---	\$338
Facility Usage	1,532	1,723	1,674	3,097	2,517	4,920	5,825	3,161	1,283	1,520	1,440	871	2,464
Expenditures	N/A	N/A	N/A	N/A	N/A	N/A	\$20,542	\$13,897	\$2,682	\$1,645	\$1,842	\$2,046	\$7,109
Athletics, Field & Picnic Shelters, BMSC													
Program Revenue	\$5,206	\$3,573	\$8451	\$2,229	\$12,128	\$11,459	\$4,963	\$6,487	\$9,366	\$23,044	\$16,866	\$5,441	\$9,101
Field / Shelter Rental \$	\$1,600	\$150	\$610	\$890	\$1,250	\$1,480	\$1,300	\$795	\$1,755	\$898	\$1,085	\$2,438	\$1,188
Facility Usage	15,250	14,340	13,150	20,470	42,520	27,285	11,372	8,245	17,022	\$29,693	23,738	19,500	20,215
Expenditures	N/A	N/A	N/A	N/A	N/A	N/A	\$13,842	\$8,892	\$19,005	\$54,041	\$26,867	\$34,307	\$26,159
Golf Course													
Revenues	\$43,326	\$22,930	\$28,167	\$52,962	\$55,502	\$65,797	\$68,373	\$49,754	\$52,843	\$60,173	\$20,031	\$35,203	\$46,255
Expenditures	\$33,159	\$44,676	\$47,976	\$41,149	\$41,387	\$71,439	\$43,750	\$60,039	\$44,984	\$39,426	\$30,373	\$35,486	\$44,487
Rounds of Golf	808	1,088	1,741	1,799	2,528	2,812	2,511	2,659	2,316	2,139	985	1,124	1,876
Net	\$10,167	\$21,746	\$19,809	\$11,813	\$14,115	\$5,642	\$24,623	\$10,285	\$7,859	\$20,747	\$10,342	\$203	\$1,775
Special Events													
Sponsorships	\$0	\$0	\$0	\$0	\$0	\$1,450	\$1,990	\$0	\$0	\$0	\$0	\$0	\$166
Participation	0	0	125	3,000	0	180	256	60	40	2680	0	2500	737
Expenditures	---	---	---	---	---	---	\$2,345	---	\$1,305	\$1,538	\$510	\$3,707	\$784
TOTAL REVENUE	\$53,589	\$33,810	\$42,390	\$62,393	\$81,671	\$102,082	\$109,901	\$77,446	\$69,479	\$88,275	\$40,913	\$45,836	\$67,315
TOTAL REVENUE FOR THE YEAR													\$807,785

Travel and Tourism

May 2020

Prepared By: Ashlin Glatthar, Amber Herring and Josie Jenkins

Date Prepared: 6/08/20

- Inquiries were fulfilled for the month of May by the TTO—151 e-inquiries.
- Total hotel revenue generated in April was \$929,544, which is down -59.6% YOY. May revenue not yet released.
- For the month, TTO Facebook page had 112 new page likes. Instagram page has 43 new followers. Twitter page gained 9 new followers.
- TTO has also continued updating and providing guides for restaurants, brews, businesses and spas for the local population/visitors.
- Covid-19 has caused more economic injury to tourism and lodging than any time in modern history. Thankfully, our market has seen growth and has savings to respond in times like these when investing in our visitor economy is imperative. TTO has been working on analyzing its data from survey responses, so we can put together a recovery media plan to draw visitors back to our businesses, venues, and lodging facilities.
- TTO has applied for the Our State Magazine Grant, and hopes to know by end of June of awardship. Create Bridges Grant by Walmart and NC State Extension is also an opportunity for tourism entities, but requires 2-5 municipalities to work together for 3 years. Ashlin has not been able to drum up interest from our eligible neighbors.
- TTO is working in conjunction with Planning and Downtown Development to put together the concept of our proposal for the CARES Act Funding made available through the EDA. Research from tourism and downtown that shows the feasibility of putting Goldsboro Union Station back into use as an entrepreneurial culinary incubator that will nurture our food and beverage industry in Goldsboro, which is one of our largest economy sectors, most widely known brand identifier for visitors, and unfortunately, the most devastated industries from the impacts of Covid-19.

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Average
2019-20	\$82,004	\$88,424	\$92,348	\$85,480	\$81,911	\$72,631	\$61,017	\$71,071	\$73,114	\$54,362	\$38,523	\$	\$800,885	\$72,807
2018-19	\$76,448	\$71,981	\$72,429	\$89,311	\$85,534	\$49,108	\$104,633	\$73,949	\$59,855	\$98,520	\$86,921	\$141,913	\$1,010,602	\$84,217

**CITY OF GOLDSBORO
AGENDA MEMORANDUM**

JUNE 15, 2020 COUNCIL MEETING

SUBJECT: CU-3-20 Jerry Futrell – East side of US 117 South between Arrington Bridge Road and South George Street (Increase in electronic gaming machines from 50 to 100 for existing Internet Café)

BACKGROUND: An internet café was previously approved for 20 gaming machines at this location on September 3, 2013. On June 2, 2014, City Council denied a request to increase the number of gaming machines from 20 to 35 based on requiring 2 parking spaces per machine.

On August 4, 2014, the Council approved a parking ordinance amendment to the City's UDO requiring 1.5 parking spaces per machine. In addition, they approved the previous owner's request to allow an increase in the number of gaming machines from 20 to 35.

The previous owner closed the business in March of 2016 upon order from the District Attorney's office. Once software upgrades were installed and in compliance with State law, he reapplied for a Conditional Use Permit to operate an internet café in accordance with the City's Unified Development Ordinance. City Council approved site, landscape and floor plans for the previously approved 35 gaming machines on January 3, 2017.

On May 8, 2017, City Council amended the City's Electronic Gaming Ordinance. The following requirements were approved as they pertain to new gaming establishments proposed for operation in the City of Goldsboro's planning jurisdiction:

- (1) Electronic gaming operations are permitted only in the General Business (GB) zoning district after the obtainment of a Conditional Use Permit approved by City Council.
- (2) No establishment shall be located within five hundred (500) feet of any residentially zoned or developed property, church, school, day care, playground or public park. Where the proposed establishment is separated from residentially zoned or developed property by a four-lane highway, the five hundred (500) foot separation shall

only apply to the properties along the sides and rear of the establishment.

(3) No such establishment shall be located within one mile (5,280 ft.) of another such establishment.

(4) The hours of operation for such operations shall be limited to 7:00 a. m. to 2:00 a. m.

On February 3, 2020, City Council approved a request by the applicant to amend a Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 35 games to a maximum of 50 gaming machines. 52 existing paved parking spaces were available to serve the site.

The applicant contended that the City's commercial parking ordinance requiring 1.5 parking spaces per gaming machine was excessive based on the fact that only one customer could operate one gaming machine at any one time.

DISCUSSION:

Now, the applicant is requesting to amend an existing Conditional Use Permit for the operation of an internet café to increase the number of gaming machines from 50 to 100.

Frontage: 454.3 ft. (US 117)

Area: 97,220 sq. ft., or 2.23 acres

Zoning: General Business

Hours of Operation: 10:00 a.m. to 2 a.m. (7 days)

No. of Employees: 2 (17 employees; maximum 2 per shift)

Site and landscape plans for this operation were previously approved with Conditional Use Permit #CU-16-16. The following modifications were also approved:

- a. Rear yard landscape buffer due to grade separation at railroad tracks.
- b. Vehicular surface buffer at front due to existing paving and public right-of-way;
- c. Street tree requirement; and
- d. Distance from residentially zoned property from 200 ft. to 125 ft.

Parking: As previously stated, parking is required at 1.5 space per gaming machine. Currently, there are 52 paved parking spaces to serve the site. 150 parking spaces are required. The applicant is proposing to pave an additional 50 parking spaces for a total of 102 parking spaces. Previous parking modifications have been granted by City Council for electronic gaming operations at one (1) space per gaming machine. A modification from 150 to 102 parking spaces will be necessary.

At the public hearing held on May 18, 2020, the applicant came forward to speak in favor of the request and no one appeared to speak against the request.

The Planning Commission, at their meeting held on May 26, 2020, recommended modifying the applicants request from 50 games to a maximum of 100 gaming machines.

City Council at their meeting June 1, 2020 deferred action on Planning Commission's recommendation until June 15, 2020.

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

- (1) Adopt an Order approving the Conditional Use Permit for the operation of an internet café by increasing the number of gaming machines from 50 to 100 located within the General Business District (GB) zoning district.
- (2) Approved the Conditional Use permit with the following modification;
 - a) Modification of the required parking from 150 spaces to 102 parking spaces.

Date: 6/8/20



Planning Director

Date: _____

City Manager

**CITY OF GOLDSBORO
ORDER APPROVING A CONDITIONAL USE PERMIT**

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **May 18, 2020** to consider the following Conditional Use Permit application number:

CU-3-20 Longhorn Internet Café - East side of US 117 South between Arrington Bridge Road and South George Street

To amend an existing Conditional Use Permit # CU-3-19 for the operation of an Internet Café by increasing the number of gaming machines from 50 to a maximum of 100 gaming machines located within the General Business District (GB) zoning district, having heard all the evidence and arguments presented and reports from City Officials, and having received recommendation for approval from the Goldsboro Planning Commission pertaining to said application, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.4 Table of Permitted Uses; and 5.5.4 Special and Conditional Use Specific Regulations pertaining to **Internet Café/Sweepstakes Facilities – Electronic Gaming Operations** within the General Business District (GB) zoning district.

Site and landscape plans for this operation were previously approved. In addition, parking requirements were in compliance with the City's Unified Development Ordinance. The following modifications were previously approved with Conditional Use Permit #**CU-16-16**:

- a. Rear yard landscape buffer due to grade separation at railroad tracks.
- b. Vehicular surface buffer at front due to existing paving and public right-of-way;
- c. Street tree requirement; and
- d. Distance from residentially zoned property from 200 ft. to 125 ft.

Based upon the foregoing FINDINGS OF FACT, the City Council makes the CONCLUSION that the proposed use **DOES** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Zoning Ordinance with the following stipulations:

1. Modifying the previously approved Conditional Use Permit CU-3-19 to increase the number of gaming machines from 50 to maximum of 100 gaming machines.
2. Modification to the required parking spaces from 150 parking spaces to 102 parking spaces.

Upon motion made by Councilmember _____ and seconded by Councilmember _____, the Council approved the applicant's request for a Conditional Use Permit to allow the operation of an Internet Café/Sweepstakes Facility within the General Business District (GB) zoning district.

Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied,

IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **APPROVED**.

Thus ordered this _____ day of _____, 2020.

Chuck Allen, Mayor

Ronald T. Lawrence, City Attorney

**CU-3-20 LONGHORN INTERNET CAFE
REQUEST: INCREASE ELECTRONIC GAMES FROM 50 TO 100**

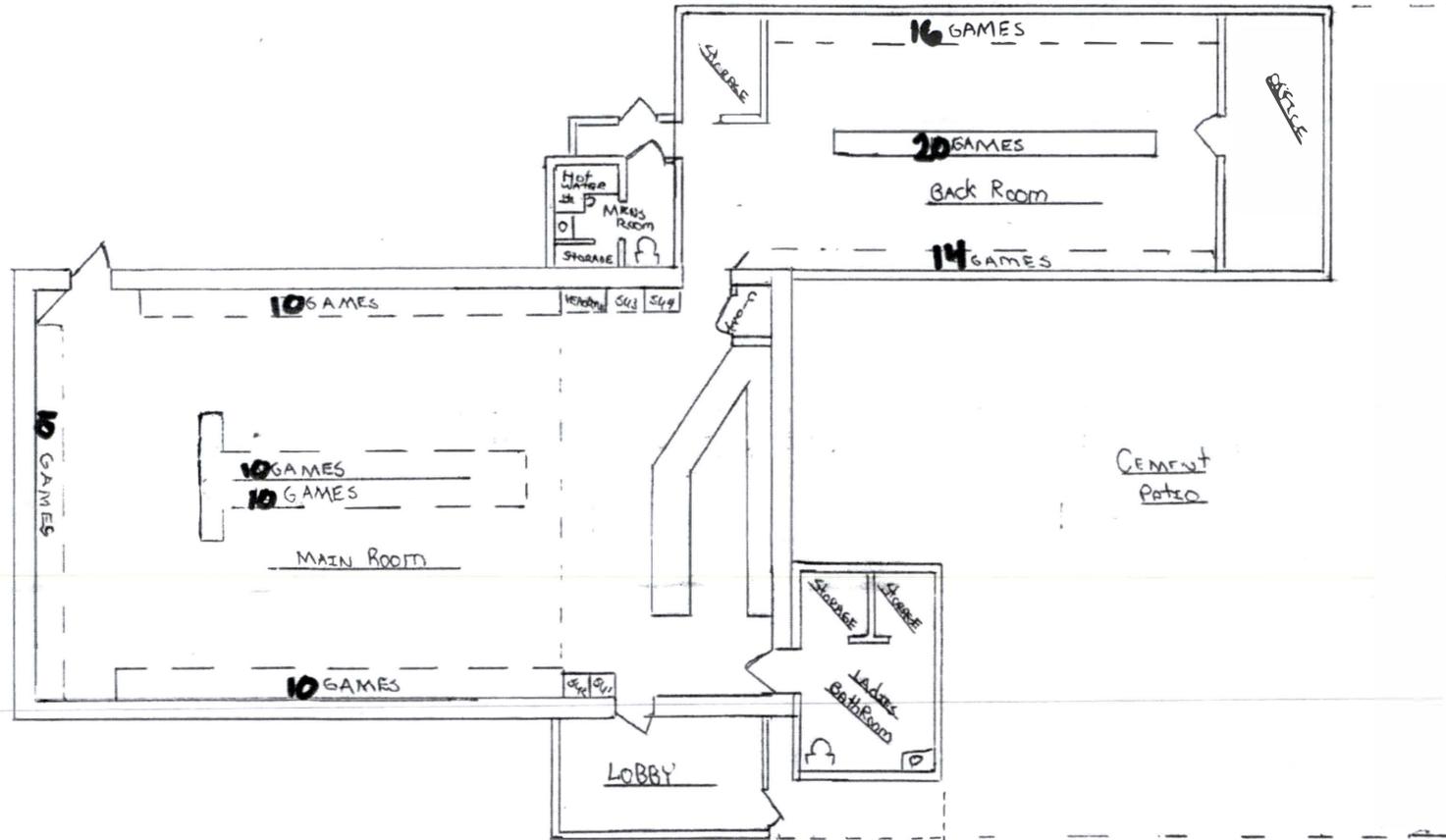


CONDITIONAL USE PLAN

CASE #:	CU-3-20
APPLICANT:	LONGHORN BUSINESS CENTER
REQUEST:	INCREASE ELECTRONIC GAMES TO 100 GAMES
PIN #:	2598-45-6535
LOCATION:	1716 S. US 117 HWY
HOURS OF OPERATION:	9 am - 2 am / 7 DAYS PER WEEK
NUMBER OF EMPLOYEES:	17 EMPLOYEES / 2 PER SHIFT

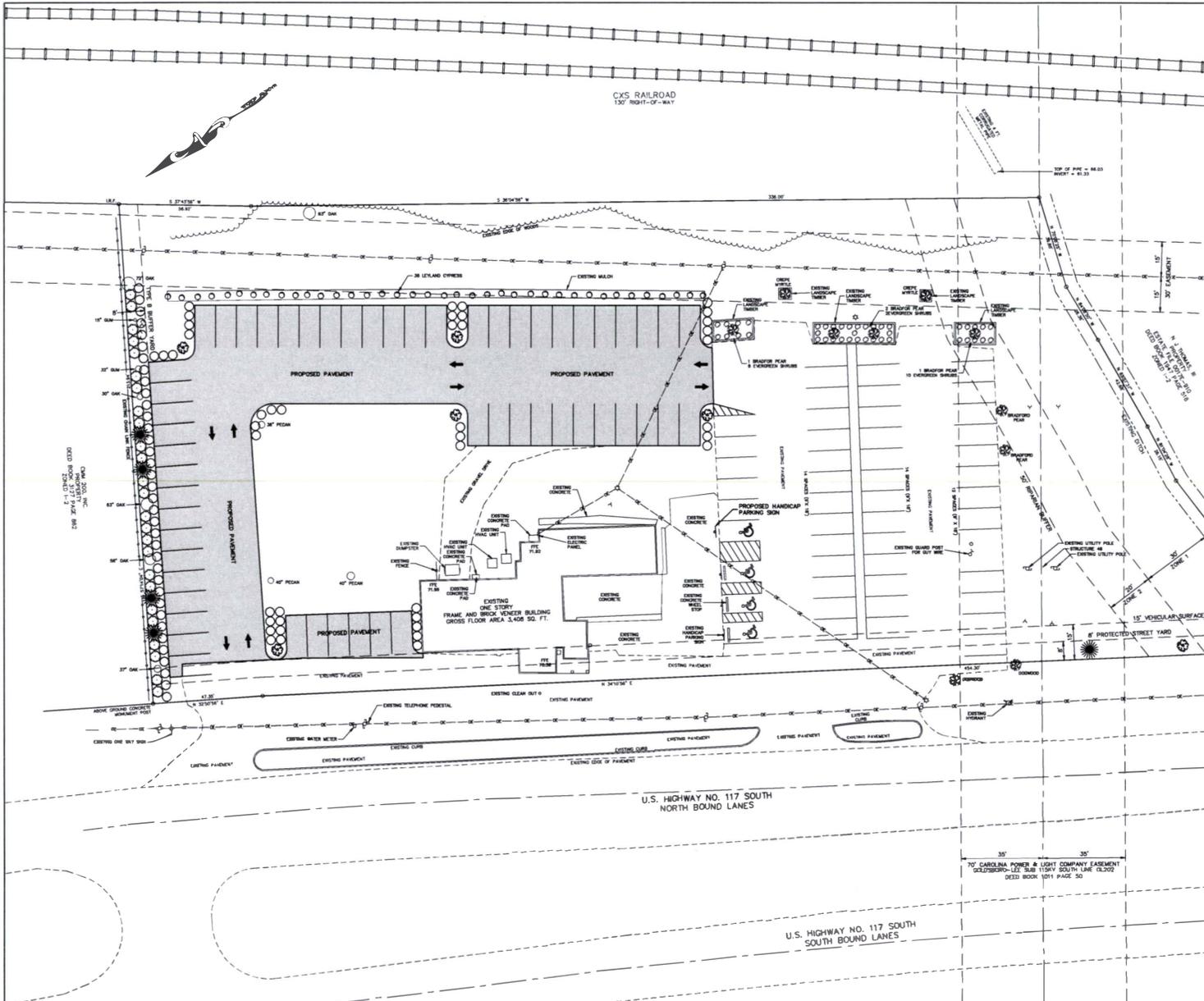
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on this map are hereby notified that 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.





Proposal of Expansion of
GAME TERMINALS from
~~50~~ to ~~100~~ units

LONGHORN BUSINESS CENTER			
SCALE: 60 to 1	APPROVED BY: [Signature]	DRAWN BY: JLF	
DATE: 4-13-20		REVISED:	
KT	DRAWING NUMBER: 0604		



LEGEND

	EXISTING	PROPOSED
PAVEMENT		
CURB	---	---
MAN WATER LINE	---	---
SANITARY SEWER LINE	---	---
OVERHEAD ELECTRIC LINES	---	---
CHAIN LINK FENCE	---	---
EDGE OF WOODS	---	---
IRON ROD FOUND	---	---
FINISHED FLOOR ELEVATION	F.F.E.	
SOIL		
AERIAL LIGHT	○	○
UTILITY POLE	□	□
GUY WIRE	—	—
SANITARY SEWER MANHOLE	⊙	⊙
HYDRANT	⊕	⊕
VALVE	⊖	⊖

6.3.11 VEHICULAR SURFACE AREA (VSA)
 TOTAL IMPERVIOUS AREA INCLUDING BUILDING = 44,571 SQ. FT.
 TOTAL IMPERVIOUS SURFACE EXCLUDING BUILDING = 41,163 SQ. FT.
 TOTAL AREA IN BUILDING = 3,408 SQ. FT.
 TOTAL AREA PROPOSED PAVEMENT = 16,971 SQ. FT.
 TOTAL TRACT AREA = 66,712 SQ. FT. OR 2.037 ACRES

THE AMOUNT OF LANDSCAPING REQUIRED IS DETERMINED BY THE AMOUNT AND INTENSITY OF THE PROPOSED IMPERVIOUS SURFACE ON THE LOT. THE IMPERVIOUS SURFACE INTENSITY IS DETERMINED BY THE FOLLOWING FORMULA: TOTAL AMOUNT OF IMPERVIOUS SURFACE AREA ON THE LOT INCLUDING BUILDING AREA (SQ. FT.)/TOTAL LOT AREA (SQ. FT.) = I.S.I.
 41,163 SQ. FT. / 66,712 SQ. FT. = 0.48 (IMPERVIOUS SURFACE INTENSITY MODERATE)

REQUIRED LANDSCAPING TREES
 16,971 SQ. FT. x 0.0005 = 5.09 (5 TREES)
 REQUIRED LANDSCAPING SHRUBS
 16,971 SQ. FT. x 0.0025 = 42.43 (42 SHRUBS)

NOTE:
 TREES AND SHRUBS THAT ARE REQUIRED FOR LANDSCAPE BUFFERS AND ARE LOCATED WITHIN 25 FEET OF THE VEHICULAR SURFACE AREA MAY COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT. STREET TREES SHALL NOT COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT.
 IF A VEHICULAR SURFACE BUFFER IS REQUIRED, THE SHRUBS REQUIRED TO MEET THE VSA LANDSCAPING REQUIREMENT MAY COUNT TOWARDS THE VSA LANDSCAPING REQUIREMENT.

- 8' PROTECTED STREET YARD TREES
 - 1 AUTUMN BLAZE MAPLE
 - 2 AUTUMN BLAZE MAPLE
 - MINIMUM 2' CALIPER
 - MATURE HEIGHT 30'
 - MATURE SPREAD 40'
- 1 SHED DOUSE CHERRY
 - MINIMUM HEIGHT AT PLANTING 8 FEET
 - MINIMUM 2' CALIPER
 - MATURE HEIGHT 25'
 - MATURE SPREAD 20'
- PROPOSED LANDSCAPING TREES
 - 1 AUTUMN BLAZE MAPLE
 - MINIMUM HEIGHT AT PLANTING 10 FEET
 - MINIMUM 2' CALIPER
 - MATURE HEIGHT 30'
 - MATURE SPREAD 40'
- PROPOSED LANDSCAPING SHRUBS
 - 42 DWARF FUSION HOLLY (LEX VOMITORIA)
 - MATURE HEIGHT 2' TO 3'
 - MATURE SPREAD 2' TO 3'
- PROPOSED TYPE B BUFFER YARD
 - MINIMUM HEIGHT AT PLANTING 8 FEET
 - MINIMUM 2' CALIPER
 - MATURE HEIGHT 25'
 - MATURE SPREAD 30'
- EXISTING TREES IN TYPE B BUFFER YARD
 - 37' OAK
 - 54' OAK
 - 63' OAK
 - 50' OAK
 - 37' OAK
 - 15' OAK
 - 72' OAK
- 40 JAPANESE PINE (LADYSLIPPER JAPANESE PINE)
- MINIMUM HEIGHT 8' TO 12'
- MATURE SPREAD 8' TO 8'
- 40 BUCKINGHAM HYDRANGEA (MICROPHYLLA + KOREANA)
- MINIMUM HEIGHT 7'
- MATURE SPREAD 7'



NO.	REVISION	DATE

B. F. KORNEGAY, INC.
 LAND SURVEYING • ENGINEERING • PLANNING
 License Number: P 1024
 300 East Royal Street
 Goldsboro, N.C. 27530
 www.kornegayinc.com (919) 735-5888 Fax (919) 580-9033

OWNER
 N.L. THOMAS, II
 2502 EAST 4TH STREET
 GREENVILLE, NORTH CAROLINA
 27836-1707

LANDSCAPE PLAN
 GOLDSBORO TOWNSHIP
 WAYNE COUNTY, N.C.

CONTRACTOR
 ASPHALT SERVICES
 FRANKIE PISCOPPO
 1536 PIKEVILLE PRINCETON ROAD
 PIKEVILLE, NORTH CAROLINA 27863
 919-738-9671
 frankie.piscoppo@electrolux.com

DRAWN BY: TSB
DESIGNED BY: JLK
DATE: 4-2-2020
SCALE: 1" = 20'

LONGHORN INTERNET CAFE
 1716 U.S. HIGHWAY 117 SOUTH
 GOLDSBORO, NORTH CAROLINA 27530

SHEET
 4
 OF 4
 MARK ORDER: 200064
 CADW DWG: 200064



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PHILLIP AND SHERRIE STOKES DAY PROCLAMATION

WHEREAS, Captains Phillip and Sherrie Stokes are the commanders of the Salvation Army in Goldsboro, NC; and

WHEREAS, After being in Goldsboro for the last five years, the Stokes family will be leaving Goldsboro on June 21, 2020; and

WHEREAS, Phillip and Sherrie have assisted the community through hard times by providing disaster relief during several hurricanes and recent floods; and

WHEREAS, The commanders started new programs while in Goldsboro, including a community movie night and a community garden. They have assisted the homeless, helped families provide Christmas gifts for their children and have provided spiritual guidance for many of the citizens in the City of Goldsboro; and

WHEREAS, Phillip and Sherrie Stokes have been role models, great neighbors, friends, and advisors and they will be dearly missed by this community.

NOW, THEREFORE, I, Chuck Allen, Mayor of Goldsboro, do hereby proclaim June 15, 2020, as **PHILLIP AND SHERRIE STOKES DAY** in Goldsboro, North Carolina.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 15th day of June, 2020.



Chuck Allen
Mayor