

**GOLDSBORO CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, JANUARY 6, 2020**

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

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

**ADOPTION OF THE AGENDA**

**OLD BUSINESS**

- a. T.C. Coley Center Update (Parks and Recreation)
- b. Council Committees Discussion (Mayor Pro Tem)

**NEW BUSINESS**

- c. Retreat Dates and Topics (City Manager)

**II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**

Invocation (Pastor Adam Street, Madison Avenue Baptist Church)  
Pledge of Allegiance

**III. ROLL CALL**

**IV. APPROVAL OF MINUTES** *(\*Motion/Second)*

- A. Minutes of the Work Session and Regular Meeting of December 2, 2019

**V. PRESENTATIONS**

**VI. PUBLIC COMMENT PERIOD** *(TIME LIMIT OF 3 MINUTES PER SPEAKER)*

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

- B. CU-14-19 Zackell Perry – Southwest corner of E. Oak Street and N. John Street intersection (Used Automobile Sales) (Planning)
- C. Farm Lease Agreements (Planning)
- D. Conveyance of Property to Rehab Development – Waiver of First Refusal and Amendment of Completion Date (Downtown Development)
- E. Amending Chapter 32, Section 32.311 Mayors Committee for Persons with Disabilities of the Code of Ordinances of the City of Goldsboro (City Manager)
- F. Advisory Board and Commission Appointments (City Manager)

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

**IX. CITY MANAGER'S REPORT**

**X. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS** *(\*Motion/Second)*

**XI. CLOSED SESSION**

**XII. ADJOURN**

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## T. C. Coley Community Center

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[www.goldsboronc.gov](http://www.goldsboronc.gov)

# Purpose

- Inform Council on the current status of the T.C. Coley Community Center, propose a way ahead, incorporate Council feedback/direction and make appropriate changes.

# Background

- In 2016, City Council decided to renovate, not demolish what is now T. C. Coley Community Center (cost ~\$200K); more renovation needs to be done (\$TBD)
- Plans for a non-profit to operate facility did not materialize
- In Feb 2019, City Council directed Parks and Recreation to operate the facility for one year. During this time, non-profits would be able to use the facility at no charge



# Usage Report

- In February 2019, there were 2 tenants in T. C. Coley Community Center
  - Ashford Boxing is located in the Gym area; 4-7pm, Mon-Fri; serves ~25 kids each day free; also serves 12 adults, \$50 per month; held 4 fundraisers (**\$8,840**); 2 Back-to-School events, ~300 people each
  - Prayer/Praise Worship Center is located in the back meeting room; hold services on Sundays
- Since P & R assumed control of the facility, there have been an additional five (5) uses by non-profits; 2 of the 5 uses were by the same non-profit on different dates
  - Delta Sigma Theta, Faith United Church (Banquet/Vacation Bible School), Tabernacle of Prayer and Creative Minds

# Usage Requests

- There have been at least 40 other interest calls that were not granted:
  - 10 calls for baby showers
  - 20 calls for family reunions
  - 10 calls for birthday parties
- There have been more calls/interest from the community wanting to rent facility for social/family functions; not as much interest from non-profits as anticipated

# Facility Operational Costs

- Fiscal Year 2018-19
  - \$6,089.77 utility costs
  - \$5,460.00 interior maintenance: personnel, janitorial supplies, etc.
  - \$9,330.00 exterior maintenance: personnel, mulch, equipment, etc.
  - Total ~\$20K for < 20 hours / week
- FY 19-20 Budget
  - \$0 for T.C. Coley; demolishing Herman Park Center savings/offset TBD
  - Additional \$7,392.00 for HVAC Service Agreement
  - Additional events will increase utility and maintenance costs

# Proposed Rates Presented in Feb 2019

- **RECREATION ROOM** (Kitchen use included):
- \$135/2 hours
- **Non-profit rate** is \$67.50/2 hours
- **GYMNASIUM:**
- \$70/2 hours
- **Non-profit rate** is \$35/2 hours
- **MEETING ROOM** (back of building):      **MEETING ROOM** (with mirrors):
- \$30/2 hours      \$30/2 hours
- **Non-profit rate** is \$15/2 hours      **Non-profit rate** is \$15/2 hours
- **COMMERCIAL EVENTS** (tickets sold/money exchanged on City property):
- \$300/2 hours
- **Non-profit rate** is \$150/2 hours
- **LONG TERM RENTALS** – organization continuously occupying space with their items, regardless if organization uses space on daily basis or not:
- **GYMNASIUM** - \$700/month
- **RECREATION ROOM** - \$1,350/month
- **MEETING ROOM** (with mirrors) - \$300/month
- **MEETING ROOM** (back of building) - \$300/month

*\*\$100 Refundable Damage Deposit  
Rentals in 2-Hr Blocks of Time*

# Recommendation

- Allow Parks and Recreation to implement February 2019 proposed rates (same as in 2014) and market facility for community usage
- Parks and Recreation will budget for expected increase usage with the next budget request
- Parks and Recreation will update Council on use (benefit/cost) as part of the next budget request to include potential renovations

MINUTES OF THE MEETING OF THE MAYOR AND CITY COUNCIL HELD  
DECEMBER 2, 2019

**WORK SESSION**

The Mayor and 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 December 2, 2019 with attendance as follows:

Present: Mayor Pro Tem Bill Broadaway, Presiding  
Councilmember Antonio Williams  
Councilmember David Ham  
Councilmember Gene Aycock  
Ron Lawrence, Attorney  
Tim Salmon, City Manager  
Melissa Capps, City Clerk  
Laura Getz, Deputy City Clerk  
LaToya Henry, Public Information Officer  
Octavius Murphy, Assistant to the City Manager  
Jennifer Collins, Planning Director  
Scott Williams, IT Director  
Felicia Brown, Interim P&R Director  
Rick Fletcher, Public Works Director  
Joe Dixon, Fire Chief  
Julie Metz, DGDC Director  
Bernadette Dove, HR Director  
Catherine Gwynn, Finance Director  
Shycole Simpson-Carter, Community Relations Director  
Allen Anderson, Chief Building Inspector  
Scott Satterfield, Business & Property Development Specialist  
Ken Conners, News Director, Curtis Media Group  
Eddie Fitzgerald, News Argus Reporter  
Keyon Carter, Citizen  
Lonnie Casey, Citizen  
Bobby Mathis, Citizen  
Della Mathis, Citizen  
Yvonnia Moore, Citizen  
Jay Bauer, Citizen  
Alicia Pierce, Citizen  
Betty Duncan, Citizen  
LeKeshia Polack, Citizen  
Taj Polack, Councilmember Elect  
Brandi Matthews, Councilmember Elect (arrived at 5:24 p.m.)  
Kelvin Stallings, Citizen (arrived at 5:24p.m.)

Absent: Mayor Chuck Allen  
Councilmember Bevan Foster

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

**Adoption of the Agenda.** Councilmember Ham made a motion to adopt the agenda. Councilmember Aycock requested Item K. CU-12-19 Henry Battle – East side of S. James between Spruce Street and Pine Street be postponed until the next meeting to allow time for staff, the neighbors and Mr. Battle to meet to discuss concerns previously expressed. Councilmember Aycock made a motion to postpone action on Item K. CU-12-19 Henry Battle until the next meeting. Councilmember Williams requested Item K. be moved to Items Requiring Individual Action instead; this is not a club, it is not a business that operates every day, it is only for special events. Council discussed. Councilmember Aycock stated I am not opposed to it but I would like for Mr. Battle to meet with the family next door.

Ms. Collins stated Council will have to take action within 90 days of the public hearing. If we want to try to make it happen, I am happy to meet with adjacent property owners.

Mayor Pro Tem Broadaway called for a vote to remove Item K. CU-12-19 from the agenda. Mayor Pro Tem Broadaway, Councilmembers Ham and Aycock voted in favor of the motion. Councilmember Williams voted against the motion. Attorney Lawrence stated motion fails, you have four people here, the code of ordinances requires a majority of 7.

Attorney Lawrence cautioned everyone, if at the 7:00 p.m. meeting we still only have 4, the consent agenda comes up for vote, it's going to fail. So something's best chance at passage if that is going to be an issue is move it to the next meeting. Attorney Lawrence stated just advising you, you will need 4 positive to pass anything tonight. Attorney Lawrence also cautioned Item D. is an ordinance, at date of introduction, requires a 2/3 vote of the total membership, and we do not have 2/3 present, so Item D. would need to be removed.

Mr. Tim Salmon suggested Item K. be moved to Items Requiring Individual Action.

Upon motion of Councilmember Ham, seconded by Councilmember Aycock and unanimously carried, Council moved Item K. CU-12-19 Henry Battle – East side of S. James between Spruce Street and Pine Street to Items Requiring Individual Action.

Upon motion of Councilmember Williams, seconded by Councilmember Aycock and unanimously carried, Council removed Item D. Budget Amendment – 2019-2020 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) from the Consent Agenda and deferred action until the December 16, 2019 Council Meeting.

Upon motion of Councilmember Aycock, seconded by Councilmember Williams and unanimously carried, Council approved the agenda as amended above.

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

**Item B. Employee Bonus Authorization.** Councilmember Williams asked what the total amount is. Ms. Gwynn stated the cost is going to be \$285,000 and includes taxes that have to be paid. Councilmember Williams stated we have 7 permanent part-time people who do not get the opportunity to have a Christmas bonus. Councilmember Aycock stated I don't know if we need to give them the exact same amount but I think we should give them some, yes. Councilmember Aycock stated I just want to make sure it is proportional to hours worked.

Upon motion of Councilmember Aycock, seconded by Councilmember Williams and unanimously carried, Council agreed to provide a bonus for a proportional amount to permanent part-time employees.

Mayor Pro Tem Broadaway stated Mayor Allen is unable to be here tonight. I will have a further statement at the 7:00 p.m. meeting.

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

## **CITY COUNCIL MEETING**

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on December 2, 2019 with attendance as follows:

Present: Mayor Pro Tem Bill Broadaway, Presiding  
Councilmember Antonio Williams  
Councilmember David Ham  
Councilmember Gene Aycock

Absent: Mayor Chuck Allen  
Councilmember Bevan Foster

The meeting was called to order by Mayor Pro Tem Broadway at 7:00 p.m.

Reverend Jim Harry with St. Paul United Methodist Church provided the invocation. The Pledge of Allegiance followed.

**Approval of Minutes.** Upon motion of Councilmember Ham, seconded by Councilmember Aycock and unanimously carried Council approved the Minutes of the Special Called Meeting on July 15, 2019, the Minutes of the Work Session and Regular Meeting of October 21, 2019 and the Minutes of the Work Session and Regular Meeting of November 4, 2019 as submitted.

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

1. Henry Gregory, III shared concerns regarding safety measures, parking and trash in reference to Item K. CU-12-19 Henry Battle – East side of S. James Street between Spruce Street and Pine Street.
2. Henry Battle stated I respect everyone in that neighborhood. If I need to sit down and talk to someone, I am happy to do that.
3. Constance Coram spoke in favor of Item K. CU-12-19 Henry Battle– East side of S. James Street between Spruce Street and Pine Street.
4. Tonja Hill also shared concerns regarding Item K. CU-12-19 Henry Battle – East side of S. James Street between Spruce Street and Pine Street.

No one else spoke and the Public Comment Period was closed.

**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 B, C, E, F, G, H, I, and J be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Ham and a roll call vote resulted in all members voting in favor of the motion. The items on the Consent Agenda were as follows:

**Employee Bonus Authorization. Approved.** The City has offered a bonus to full time employees in various amounts (between \$200.00-\$400.00) since 2011.

Employee bonuses were cut from the FY19-20 operating budget in order to balance the budget. The City Manager recommends Council approve a \$250.00 bonus to full time employees that have been at the city at least six months as of December 1, 2019. Departments will fund the bonuses by making other operational reductions within their budget.

If approved, employees would receive a bonus of \$250.00 (net “take home”). The \$250.00 recommended amount would be a cost to the city of \$285,060 including tax and fringe benefits.

During the work session, Council agreed to provide a bonus for a proportional amount to permanent part-time employees.

It is recommended the City Council approve a \$250.00 employee bonus and authorize the City Manager to direct Human Resources to prepare a list of employees eligible to receive a bonus, and authorize Finance to prepare the bonus payroll. Funding will be obtained from within each department’s budget. Consent Agenda Approval. Aycock/Ham (4 Ayes)

**Compensation and Classification Study. Approved.** The most recent Compensation and Classification study was completed in January 2014 by Mr. Phillip Robertson of the Mercer Group. At that time, The Mercer Group made recommendation to city council to update the city’s job descriptions, pay structure and classification plan.

The City of Goldsboro is seeking a qualified personnel management consultant firm to perform a review/revision of the existing classification plan, perform a compensation study, update job



descriptions, ensure compliance with FLSA and ADA and prepare one or more pay plan option schedules based on the competitiveness of the appropriate job market. Adequate funds have been appropriated in the 2019-20 fiscal year operating budget.

We are seeking consultants whom have:

- extensive experience in conducting classification and compensations studies for local governments and other public sector organizations throughout the country;
- comprehensive experience and knowledge in all components vital to the successful completion of the project;
- knowledge of relevant North Carolina statutes and regulations as well as federal regulations;
- objectivity and flexibility;
- specialized analytical tools and software;
- full visibility into the entire organization through research and discovery;
- a spirit to partner with the City of Goldsboro staff and leadership
- sound recommendations based on best practices and proven methods and
- a practical go-forward plan that leads to quantifiable results

Staff advertised a Request for Proposal (RFP) in August of this year and received a total of 11 respondents. A review of the RFP's was completed to select the top 3 firms. Interviews were held with the top 3 firms, and after careful review of applicable qualifications versus cost, a final recommendation is being made.

It is recommend the City Council award the bid proposal to Evergreen Solutions, LLC. of Tallahassee, Florida in the amount of \$32,500 for the completion of a Compensation and Classification Study for the City of Goldsboro. Consent Agenda Approval. Aycock/Ham (4 Ayes)

**S-11-19 David and Ashley Stafford Allen (Two-lot Preliminary Subdivision Plat).**  
**Approved.** The property is located south of Corbett Road between Mull Smith Lane and Double D Lane.

Total Area: 2.78 acres  
Total Lots: 2

Lot No. 1: 1.00 acres  
Lot No. 2: 1.78 acres

Zoning: R-20A/RM-NC Residential-Agricultural; Residential  
Manufactured-Non-Conforming

Currently, the applicant is in the process of rezoning Lot No.1 from R-20A/RM-NC to RM-9 for the placement of one manufactured home upon a private lot for residential purposes.

If the rezoning is approved, the property will be required to be subdivided in accordance with the City of Goldsboro's subdivision regulations.

According to the submitted preliminary subdivision plat, the subject property has been proposed for division into two lots. The owners intend to sell Lot No. 1 for residential development. Lot No. 2 consists of an existing manufactured home and is used for residential purposes.

The subject property is currently vacant and undeveloped.

Adjacent and surrounding properties primarily consist of singlewide manufactured homes located on private lots and one existing non-conforming manufactured home park consisting of six (6) manufactured homes directly east of the site.

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

City water and sewer are not available to serve the property. Water and sewer septic systems are proposed and must be installed and approved in accordance with Wayne County's Environmental Health Department before building permits can be issued.

Properties in the area are served by undedicated, private dirt paths through easements. As a result, the subject lot does not have frontage on an improved public street. The applicant is requesting a modification of the City requirement that all lots have frontage upon an improved public street.

The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the 2-lot preliminary subdivision plat with the following modification:

1. Modification of the City requirement that all lots have frontage upon an improved public street.

It is recommended Council accept the recommendation of the Planning Commission and approve the 2-Lot Preliminary Subdivision Plat with the following modification:

1. Modification of the City requirement that all lots have frontage upon an improved public street. Consent Agenda Approval. Aycok/Ham (4 Ayes)

**S-14-19 Wooten Development (Two-lot Preliminary Subdivision Plat). Approved.**

The property is located on the north side of W. US 70 Highway between Perkins Mill Road and Springwood Drive.

Total Area: 19.12 acres  
Total Lots: 2

Lot No. 1: 3.30 acres  
Lot No. 2: 15.82 acres

Zoning: General Business

According to the submitted preliminary subdivision plat, the subject property has been proposed for division into two lots. The applicant intends to purchase Lot No. 1 for commercial development. Currently, there are no plans to develop Lot No. 2.

The site will be subject to the City's site plan review process and must be developed in accordance with the Unified Development Code.

The subject property is currently vacant and undeveloped. It is located within the City's one-mile extra-territorial jurisdiction.

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

City water and sewer are not available to serve the property. Water and sewer septic systems are proposed and must be installed and approved in accordance with Wayne County's Environmental Health Department before building permits can be issued.

The subject property is served by an existing 50 ft. wide private ingress, egress, regress and utility easement off W. US 70 Highway. An undedicated, private and paved service road provides access to the site. As a result, the subject lot does not have frontage on a public street. The applicant is requesting a modification of the City requirement that all lots have frontage upon a public street.

The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the 2-lot preliminary subdivision plat with the following modification:

1. Modification of the City requirement that all lots have frontage upon an improved public street.

It is recommended Council accept the recommendation of the Planning Commission and approve the 2-Lot Preliminary Subdivision Plat with the following modification:

1. Modification of the City requirement that all lots have frontage upon an improved public street. Consent Agenda Approval. Aycock/Ham (4 Ayes)

**SITE-19-19 Site and Landscape Plans- Hutton ST 17, LLC (Automatic Car Wash).**  
**Approved.** Subject property is located on the north side of West US 70 Highway between Westbrook Avenue and North NC 581 Highway.

The property's physical address is 2928 W. US Hwy 70. It is identified as an outparcel of the Shoppes at Goldsboro Walmart Shopping Center.

Frontage: 292 ft.  
Depth: 232 ft.  
Area: 72,158 sq. ft. or 1.65 acres  
Zoning: Shopping Center

The property is currently clear and vacant.

Nonresidential developments on parcels that disturb greater than one acre shall be approved by Goldsboro City Council.

The submitted site plan indicates a single-story, 4,600 sq. ft. building of metal-framed construction proposed for use as a drive-through automatic car wash facility.

A floor plan has been provided and consists of an express tunnel car wash, a customer lobby area, an office, a restroom, an equipment room and storage area.

In addition to the automatic car wash, the applicant has proposed 24 exterior vacuum stations to be used by customers of the business and located adjacent to each parking space.

Hours of Operation: Monday-Sunday 8am-8pm  
Employees: 2

No direct access will be provided to the site from US 70 West. Access to site will be provided internally through the existing shopping center parking lot and private access drives.

A total of 22 paved parking spaces have been provided including 2 handicap accessible parking spaces. 12 spaces will be located adjacent to the common access drive. 10 spaces are shown adjacent to the proposed automatic car wash.

A paved drive-through aisle is shown along the southern property fronting W. US 70 Hwy. for the location of two customer pay stations and for the stacking of 10 vehicles upon entry into the car wash bay area.

**Sidewalks and Pedestrian Access:** The City Council approved a modification of exterior and interior sidewalks at time of initial shopping center site plan approval.

A 7 ft. wide interior sidewalk has been provided for pedestrian access leading from the parking lot to the building entrance using private walkways and a handicap ramp.

A total of 14 street trees are proposed along W. US 70 Hwy. The site plan does not show street trees along the main entrance road leading to the shopping center or alongside the internal access road to the site. Staff will work with the applicant to insure that street trees will be provided in accordance with the City's landscape ordinance.

Interior vehicular surface area buffers for the site will consist of 7 trees and 62 shrubs.

The proposed automatic car wash building exterior consists of metal awnings and copings, stucco, fiber-cement and brick veneer walls.

Commercial lighting plans have not been submitted, however, staff will work with the applicant to ensure that proposed lighting is compliant with the City's commercial lighting ordinance.

The property is not located within a Special Flood Hazard area. County water is available to serve the site. Sewer is provided by Fork Township.

Stormwater calculations have already been approved for the site in conjunction with initial approval of the overall shopping center site plan in 2007.

A concrete pad is shown adjacent to the entrance of the site along the northern property line for the location of a commercial dumpster. The dumpster enclosure will match the elevations of the car wash facility and will be screened in accordance with City standards.

The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the Site and Landscape Plan.

It is recommended Council accept the recommendation of the Planning Commission and approve the Site and Landscape Plan. Consent Agenda Approval. Aycock/Ham (4 Ayes)

**SITE-20-19 RENU-LIFE Extended, Inc. (Traumatic Brain Injury Facility).**

**Approved.** The property is located on the northeast side of Windsor Creek Parkway between Wilshire Way and Wayne Memorial Drive.

Frontage: 427.79 ft.  
Depth: Approximately 526.64 ft.  
Area: 195,948 sq. ft. or 4.49 acres  
Zoning: Office & Institutional-1CD

On June 5, 2006, Goldsboro City Council approved a request to change the zoning for the subject property from R-16 Residential to O&I-1 Conditional District for office related uses only. The following conditions were also established by City Council as part of the zoning approval:

1. The O&I-1CD area is to be used for office-related uses only and no institutional uses are to be allowed.
2. Multi-lane entrances into the subdivision will be required and in accordance with NCDOT.
3. The R-9 Residential CD portion of the property will have a maximum density of 200 duplex-type dwelling units. The 200 units will be constructed as one-ownership units.
4. Interconnectivity will be provided to the property to the south. The actual location will be determined at the time of site/subdivision plat approval.
5. Office development will be limited to 60,000 sq. ft.
6. Deceleration lanes will be provided for southbound traffic and left turn lanes will be provided for turns into the development in accordance with NCDOT.
7. If traffic volumes require a traffic signal as recommended by NCDOT, the developer will install the signal at his expense.
8. No connection to Shadywood Drive is to be made and any future interconnectivity to the existing subdivision is prohibited.
9. City Council waiver of site plan submittal requirement at the time of rezoning.

On June 2, 2008, Goldsboro City Council approved a request to amend the conditions previously established for the subject property. The following conditions were approved for the O&I-1 Conditional District:

1. O&I-1 CD area is to be used for any uses permitted within the O&I-1 zoning district (Previously, it was for office-related uses only and no institutional uses were permitted);
2. No change; (Multi-lane entrance into the subdivision;)
3. Entrance will have ingress and egress lanes as required by NCDOT;
4. No change; (Maximum 200 duplex-type units;)
5. No change; (Interconnectivity to the south;)
6. Office development will be in accordance with City of Goldsboro O&I-1 requirements (no limit on area);
7. Deceleration lanes will be provided for southbound traffic and left turn lanes will be provided for turns into the development. All improvements will meet NCDOT standards.
8. Once traffic reaches volumes at which NCDOT will allow a traffic signal, developer will install the signal at his expense and at the recommendation of NCDOT.
9. No connection to Shadywood Drive is to be made and future interconnectivity is prohibited.
10. No change; (Waive site plan submittal at time of rezoning;)

The property is currently undeveloped woodland.

Nonresidential developments on parcels that disturb greater than one acre shall be approved by Goldsboro City Council.

The submitted site plan indicates a single-story, 19,660 sq. ft. building proposed for use as a medical facility for traumatic brain injuries.

Hours of Operation: 24 hours/7 days

Number of Employees: 33 (maximum shift)

Patient Beds: 24

The site will be served by a 29 ft. wide curb cut proposed off Windsor Creek Parkway. Windsor Creek Parkway is a City-maintained street. As such, a driveway permit will be required and subject to City Engineering approval.

A 25 ft. wide paved access drive with curb and gutter will extend eastward and westward around the medical facility leading to designated parking areas for patients, visitors and employees.

Parking for the site requires 1 space per 4 beds and 1 per employee on the maximum shift. A total of 52 parking spaces have been provided including 3 handicap accessible parking spaces. A loading and drop-off zone has been provided and located on the east side of the facility. It will accommodate stacking for up to 6 automobiles.

Existing exterior sidewalks are present alongside Windsor Creek Parkway.

5 ft. and 6 ft. wide interior sidewalks have been provided for pedestrian access leading from designated parking areas to the building entrances using private walkways and handicap ramps.

Since the subject property is zoned O&I-1 (Office and Institutional), a Type A, 10 ft. wide landscape buffer is required along the western and eastern property lines. The applicant intends to retain existing trees and incorporate into the required Type A landscape buffer as needed.

The northern property line is adjacent to an existing residential subdivision. A Type C, 20 ft. wide landscape buffer is required. The submitted site plan shows that existing vegetation will be incorporated and serve as the required Type C landscape buffer that will provide complete visual separation within three years of planting.

A total of eleven Red Maples are proposed as street trees along Windsor Creek Parkway.

Interior landscaping for the required vehicular surface area will consist of Pin Oaks, Eastern Redbuds, Inkberry Hollies, Burford Hollies and Nellie Stevens Hollies.

The applicant is in the process of determining final exterior building elevations. Materials under consideration consist of architectural shingles or standing seam metal roofing, masonry, fiber-cement, stucco or textured wall surfaces and wood or metal column supports.

Commercial lighting plans have not been submitted. The applicant will be required to submit lighting plans in accordance with the City's commercial lighting ordinance.

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

A dry detention pond is shown along the western property line. Applicant will be required to construct pond in accordance with City Engineering standards. In addition, the pond will be required to be screened with evergreen shrubs.

Stormwater calculations, grading and drainage plans have not been submitted and are subject to approval by City Engineering before construction permits are released.

Over half of the property is not located within the City limits of Goldsboro. As such, the applicant will be required to petition for annexation in order to receive City services.

Interconnectivity has not been shown on the submitted site plan. Applicant will be required to show interconnectivity to properties located east and west of the proposed site.

As previously stated, a 20ft. x 40 ft. concrete pad is shown along the western property line and adjacent to the dry pond for the location of a commercial garbage dumpster. The dumpster shall be screened according to City standards.

The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the Site and Landscape Plan.

It is recommended Council accept the recommendation of the Planning Commission and approve the Site and Landscape Plan. Consent Agenda Approval. Aycock/Ham (4 Ayes)

**Z-20-19 David and Ashley Allen - Southeast corner of Mull Smith Lane and Double D Lane. Ordinance Adopted.** The applicant requests the rezoning of a portion of the property from R-20A RM-NC (Residential Manufactured Non-Conforming) to RM-9 (Residential) which would allow for the placement of one manufactured (mobile) home on an individual lot.

Frontage: 328.34 ft. (Mull Smith Ln.)

Area: Approx. 43,560 sq. ft. or +1.0 acres

Surrounding Zoning: North: R-20A Residential;

South: R-20A Residential

East: R-20A; R-20A RM-NC Residential;

West: R-20A Residential

The property is currently a portion of a larger tract consisting of 127,147 sq. ft. or 2.91 acres and occupied by one manufactured home. The property is zoned R-20A RM-NC (Residential Manufactured Non-Conforming)

Adjacent and surrounding properties primarily consist of singlewide manufactured homes located on private lots. East of the subject property is an existing six (6) unit non-conforming manufactured home park and three private lots rezoned to RM-9 Residential in 2001 and 2017.

If the rezoning is approved, the applicant intends to locate a doublewide manufactured home upon the property meeting the requirements of the RM-9 zoning district.

The RM-9 zoning district will require the manufactured home to comply with City and State regulations. Manufactured homes are required to have the appearance of a site-built, single-family dwelling unit permanently located on its lot with a pitched roof, masonry underpinning, parallel to the front property line and in good condition with no signs of rust.

The property will be required to be subdivided in accordance with the City's subdivision regulations.

The City's adopted Land Use Plan designates this property for low-density residential development.

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

Undedicated private dirt paths through existing easements serve properties in the area. As a result, the subject lot does not have frontage on an improved public street. The applicant has requested a modification of the requirement that all lots front on an improved street in order to allow placement of the mobile home.

At the public hearing held on November 18, 2019, no one spoke for or against the request. The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the change in zoning from Residential 20A Manufactured Non-Conforming (20A RM-NC) to Residential Manufactured 9 (RM-9) to allow for placement of one manufactured (mobile) home on an individual lot with requested modifications.

It is recommended Council accept the recommendation of the Planning Commission and adopt the following entitled Ordinance changing the zoning for the property from Residential 20A Manufactured Non-Conforming (20A RM-NC) to Residential Manufactured 9 (RM-9) to allow for placement of one manufactured (mobile) home on an individual lot. The zoning change would be consistent with the City's Comprehensive Land Use Plan, which recommends low-density residential development. Consent Agenda Approval. Aycock/Ham (4 Ayes)

ORDINANCE NO. 2019-66 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

**Z-21-19 St. James Church of Christ – South side of W. Chestnut, west side of Kennon Avenue and east side of S. Alabama Avenue. Ordinance Adopted.** The applicant requests the rezoning of five (5) individual lots from R-6 (Residential) to O&I-1 (Office and Institutional-1) for the purposes of renovating and expanding an existing church, which is adjacent to the subject properties.

Currently, the applicant owns the five (5) individual lots, which are located in the R-6 Residential zoning district. Churches are not a permitted use in the R-6 Residential zoning district.

Existing Acreage and Use:

Lot #1: 3,393 sq. ft. or .07 acres (Existing single-family dwelling)  
Lot #2: 6,484 sq. ft. or .14 acres (Vacant)  
Lot #3: 5,935 sq. ft. or .13 acres (Vacant)  
Lot #4: 4,355 sq. ft. or .09 acres (Existing single-family dwelling)  
Lot #5: 4,135 sq. ft. or .09 acres (Vacant)

Surrounding Zoning:	North:	R-6 Residential
	South:	O&I-1 Office & Institutional
	East:	R-6 Residential
	West:	R-6 Residential

As previously stated, if the zoning change is approved to Office & Institutional-1, the applicant intends to combine all lots, renovate and expand the existing church.

Site, landscape, grading and drainage plans will be required in accordance with the City's Unified Development Code and City Council approval will be necessary.

The City's updated Land Use Plan designates the property as High-Density Residential.

City water and sanitary sewer are available to serve all subject areas.

The property is located in a Special Flood Hazard Area known as the 100-Year Floodplain. Any commercial development will be subject to meeting compliance with the City's Floodplain regulations.

At the public hearing held on November 18, 2019, no one spoke for or against the request. The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the change of zone request with development plan approval required separately.

It is recommended Council accept the recommendation of the Planning Commission and adopt the following entitled Ordinance changing the zoning for the property from Residential 6 (R-6) to Office & Institutional 1 (O&I-1). Although not consistent with the City's adopted Comprehensive Land Use Plan, the proposed rezoning is directly adjacent to property that is currently zoned Office & Institutional and would be in harmony with existing development. Consent Agenda Approval. Aycock/Ham (4 Ayes)

ORDINANCE 2019-67 "AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE CITY OF GOLDSBORO, NORTH CAROLINA CODE OF ORDINANCES"

End of Consent Agenda.

**CU-12-19 Henry Battle - East side of S. James Street between Spruce Street and Pine Street. Action Deferred.** Applicant requests a Conditional Use Permit to allow the operation of a place of entertainment with ABC permits. As part of the request, separate site plan approval is required.

Frontage: 111.94 ft.  
Depth: 205.88 ft.  
Area: 22,951 sq. ft. or 0.526 acres  
Zoning: Central Business District

The site is the location of the former Elk's Lodge and the physical address of the property is 312 S. James Street.

In 2007 and 2008, City Council denied Conditional Use Permits to operate a place of entertainment with ABC permits and without ABC permits, respectively, at the subject property. In 2010, City Council approved site and landscape plans to allow an indoor flea market to operate upon the property. Site plan approval is valid for one year from the date of City Council approval. Since the applicant never commenced development of the property, the site plan expired and since then the property has remained vacant.

On July 15, 2019, Goldsboro City Council amended the City's Unified Development Code as it pertained to bars, nightclubs, pool halls, microbreweries, places of entertainment (both public, private and non-profit) with ABC Permits. The following regulations were approved as they pertain to places of entertainment:

1. Within that area of the CBD bounded by the south side of Ash Street, the east side of George Street, the north side of Elm Street and the west side of William Street, there shall be no minimum separation distance from residentially zoned or developed property. A 50 ft. minimum separation distance shall be required for stand-alone churches or schools.



2. For the remainder of the CBD, not described by the boundaries above, the minimum separation distance from residentially zoned or developed property, stand-alone churches or schools shall be one hundred feet.
3. In the CBD, there shall be no minimum separation distance between two such establishments.
4. Within that area of the CBD bounded by the south side of Ash Street, the east side of George Street, the north side of Elm Street and the west side of William Street there shall be no minimum off-street parking requirements.

The property is zoned CBD (Central Business District). A place of entertainment with ABC permits is permitted in the CBD only after the issuance of a Conditional Use Permit approved by City Council. In addition, separate site plan approval is required.

As previously stated, the site was the location of the former Elk's Lodge. It contains an existing single-story, brick-veneer and concrete block building of approximately 3,408 sq. ft. on one private lot. The building was built prior to the adoption of the City's Unified Development Codes. As such, building setback modifications will be necessary.

The applicant's floor plan indicates a main ballroom assembly area consisting of approximately 1,236 sq. ft., a seating area consisting of 13 tables and 78 chairs, a kitchen, storage rooms, offices and restrooms.

According to the applicant, the facility would be available to rent for special occasions such as birthday parties, ballroom dancing, wedding receptions, family reunions and live entertainment.

Days/Hours of Operation:	Reservations only (Monday-Sunday) No activities after 12 Midnight
No. of Employees:	2-4
Refuse Collection:	Dumpster

As previously stated, a 50 ft. minimum separation distance shall be required for stand-alone churches or schools. Currently, the existing building is approximately 200 ft. from a stand-alone church.

Since the property is bounded by the south side of Ash Street, the east side of George Street, the north side of Elm Street and the west side of William Street, no off-street parking is required.

The applicant is requesting a modification of the City's street tree requirement due to limited space and overhead utilities at the front of the existing building.

The applicant is asking for a modification of the required Class C (20 ft. wide) landscape buffer for approximately 100 ft. along the northern property line since the subject property is adjacent to residentially developed property. The existing building is located less than 5 ft. from the northern property line.

In addition, the applicant is requesting a modification of the required Type A (5 ft. wide) landscape buffer along the southern property line for approximately 100 ft. since the existing building is located less than 5 ft. from the southern property line.

The subject property is not located in Goldsboro's Historic District.

The property is not located in a Special Flood Hazard Area.

The applicant is requesting the following modifications:

1. Modification of the building's side yard setbacks from 15 ft. to 0 ft. along the northern and southern property line.
2. Modification of City street tree requirement.
3. Modification of Type C (20 ft. wide) landscape buffer along the northern property line.

4. Modification of the Type A (5 ft. wide) landscape buffer along the southern property line.

At the public hearing held on November 18, 2019, two people spoke in opposition to the request citing prior incidents with noise, trash and parking. Six people spoke in favor of the request citing that the applicant has previously been denied without the opportunity to open his business. The Planning Commission, at their meeting held on November 25, 2019, recommended approval of the Conditional Use Permit to allow the operation of a place of entertainment with ABC permits with the following modifications:

1. Modification of the building's side yard setbacks from 15 ft. to 0 ft. along the northern and southern property line.
2. Modification of City street tree requirement.
3. Modification of Type C (20 ft. wide) landscape buffer along the northern property line.
4. Modification of the Type A (5 ft. wide) landscape buffer along the southern property line.

Councilmember Williams asked if Ms. Collins could explain a little bit about the landscape buffer. Ms. Collins stated a Type C (20 ft. wide) landscape buffer is required along the northern property line for property adjacent to residentially developed property and because of the building setbacks and existing conditions, they do not have 20 feet to plant. So he is requesting a modification and the same for the southern property line.

Mayor Pro Tem Broadaway stated this is an item for individual action is there a motion to approve. Councilmember Williams asked for discussion. Mayor Pro Tem Broadaway stated after the motion. Councilmember Ham stated second.

Councilmember Aycock stated he would like to see Ms. Collins setup a meeting with the Mr. Gregory and Mr. Battle to come up with an amicable agreement.

Mayor Pro Tem Broadaway stated this is an unusual situation, as we are missing two councilmembers. It will take 4 votes to pass.

Mayor Pro Tem Broadaway called for a vote. Mayor Pro Tem Broadaway, Councilmembers Williams and Ham voted in favor. Councilmember Aycock voted against. Mayor Pro Tem Broadaway stated the motion did not carry and we will take it back up in two weeks.

**Departing Comments.** As Councilmember Foster was unable to attend, he asked that a short video be played. I apologize for not being able to attend and congratulate Ms. Brandi Matthew on this historic win, first African American woman as city councilmember in Goldsboro. I am not able to be there, but my dad is going to stand in and represent District 4. I know you will do an immaculate job.

Mayor Pro Tem Broadaway stated I have a statement that I would like to read from Mayor Allen's family. We are here tonight to take the oath of office for the upcoming council and even though Mayor Allen is not present tonight, he took the oath of office on November 22<sup>nd</sup> due to previously scheduled travel plans. However due to him becoming ill on November 17<sup>th</sup>, he was unable to travel and is currently under the care of doctors at Duke Hospital, on an outpatient basis. We will give an update as soon as possible as to when he will return to lead the city. The Allen family is grateful for your prayers at this time and hope you will respect their privacy at this time.

**Organizational Actions.** The Honorable Ericka James, District Court Judge, administered the oath of office to Councilmembers Elect Antonio Williams, William "Bill" Broadaway, Taj Polack, Brandi Matthews, Walter "David" Ham and Thomas "Gene" Aycock. Following the Oath of Office, the Mayor and City Council reconvened with the following present:

Councilmember Antonio Williams  
Councilmember Bill Broadaway  
Councilmember Taj Polack

Councilmember Brandi Matthews  
Councilmember David Ham  
Councilmember Gene Aycock

Councilmember Broadway thanked the Honorable Judge James for administering the Oath of Offices.

**Mayor Pro Tem Discussion.** Councilmember Aycock stated since the Mayor has not been here for the past few weeks and not exactly sure when he will be back, I would like to make a motion that we keep Mr. Broadway as Mayor Pro Tem until a time we can have the Mayor here. Councilmember Ham seconded the motion.

Councilmember Matthews stated can I ask who has already served as Mayor Pro Tem so far. Councilmember Ham stated I have. Councilmember Aycock stated I have. Councilmember Broadway stated I have. Councilmember Matthews stated it seems more logical to me that we allow Councilmember Williams to serve moving forward. Councilmember Williams stated I will second that motion.

Attorney Lawrence stated you will need to vote on the first motion by Councilmember Aycock, seconded by Councilmember Ham first.

Councilmember Broadway called for a vote. Councilmembers Broadway, Polack, Ham and Aycock voted in favor of the motion to keep Mr. Broadway on as Mayor Pro Tem. Councilmembers Williams and Matthews voted against the motion. Motion carries 4:2.

**City Manager's Report.** Mr. Timothy Salmon stated I would like to congratulate all of the councilmembers on their election and reelection, I look forward to working with you all. Thank you for serving. I would like to thank the City of Goldsboro employees for Lights Up!, that was a tremendous event. He reminded everyone the Christmas parade will be Saturday starting at 4:00 p.m.

**Mayor and Councilmembers' Reports and Recommendations.** Mayor Pro Tem Broadway read the following Resolutions:

**Resolution Expressing Appreciation for Services Rendered by Kathy Bass as an Employee of the City of Goldsboro for More than 14 Years. Resolution Adopted.** Kathy Bass retired on December 1, 2019 as an Executive Assistant with the Goldsboro Police Department of the City of Goldsboro with more than 14 years of service. Kathy began her career on February 16, 2005 as an Office Assistant II with the Goldsboro Police Department. On August 9, 2006, Kathy was promoted to Office Assistant III with the Goldsboro Police Department. On August 1, 2007, Kathy's position was reclassified as a Senior Administrative Support Specialist with the Goldsboro Police Department. On January 8, 2014, Kathy's title was changed to Executive Assistant with the Goldsboro Police Department where she has served until her retirement. Kathy has proven herself to be a dedicated and efficient public servant who gained the admiration and respect of her 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 Kathy Bass their deep appreciation and gratitude for the service rendered by her to the City over the years. The Mayor and City Council of the City of Goldsboro, North Carolina express to Kathy our very best wishes for success, happiness, prosperity and good health in her future endeavors.

Upon motion of Councilmember Williams, seconded by Councilmember Ham and unanimously carried, Council adopted the following entitled Resolution.

RESOLUTION NO. 2019-105 "RESOLUTION EXPRESSING APPRECIATION FOR SERVICES RENDERED BY KATHY BASS AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 14 YEARS"

**Resolution Commending and Expressing Appreciation to Bevan Foster for Serving as a Goldsboro City Councilmember for Four Years. Resolution Adopted.** Bevan Foster has served this community and the City of Goldsboro well in numerous capacities, including four years as a member of the Goldsboro City Council, representing District Four, since December

2015. These years of service have been marked by exemplary dedication to the best interests of the community as he has worked constantly for the betterment of its economic, cultural and aesthetic development. During these years of service, Councilmember Foster has gained the admiration and respect of local officials and citizens for his untiring efforts in improving the lives of citizens in District 4. During his term in office, Councilmember Foster has served as a member of the Parks and Recreation Advisory Commission, Law and Finance Committee, T.C. Coley Community Center Board and various other Special Project Committees. Many projects have commenced and been completed by the City during Councilmember Foster's years of service, including construction of the Multi-Sports Complex, new Police/Fire Complex, replacement of Fire Station 4, sewer rehabilitation, street resurfacing throughout the city, the Center Street Streetscape Project-Phase II and III, and the renovation of the T.C. Coley Community Center. The Mayor and City Council express to you, Bevan Foster, on behalf of themselves, city employees and the citizens of the City of Goldsboro, our appreciation and gratitude for your unselfish, devoted and invaluable service and contributions rendered to the Council and the City of Goldsboro in the many capacities in which you have served. We offer you our very best wishes for success, happiness, prosperity and good health in your future endeavors.

Upon motion of Councilmember Ham, seconded by Councilmember Williams and unanimously carried, Council adopted the following entitled Resolution.

**RESOLUTION 2019-106 "RESOLUTION COMMENDING AND EXPRESSING APPRECIATION TO BEVAN FOSTER FOR SERVING AS A GOLDSBORO CITY COUNCILMEMBER FOR FOUR YEARS"**

Councilmember Aycock congratulated Mr. Taj Polack and Ms. Brandi Matthews for coming onto Council. I look forward to working with both of you. Again, Brandi, being the first Black female is history. Congratulations.

Councilmember Ham stated I would like to thank those of you who came out tonight to witness this historic event and I offer my prayers and best wishes to the Mayor for a speedy recovery and return to the City Council.

Councilmember Matthews stated if you will just give me a second to take all this in. So I want to say thank you guys for being here tonight and I hope to see the room look like this moving forward because you matter. You have heard me say that, well over four months now on the campaign trail. You matter. I matter. We matter. We all make up Goldsboro. Me being elected represents the fact that we are ready for something different, and different is what is going to happen. To Bevan Foster, who rather you like it or not, brought awareness and the impact he made while he served on this Council will be a part of history, Goldsboro's history moving forward. I am so honored to follow behind him. I truly know I have some big shoes to fill. To the Council, I heard all of us speak to unity and how beautiful diversity is, I will have to agree. Now those words should turn into action. I think this Council shows that diversity is important, representation is important. I look forward to working alongside each of you. We were elected, we are here, we are a team, so I am looking forward to the next four years serving alongside each of you. To District Four thank you so much for having enough faith in me to elect me as your representative. Very early in this election, the odds stacked against me very quickly. There were a lot of attacks, there was a lot of mudslinging, there was a lot of politics and politicking. But we are not going to speak to the negative, we are going to speak to the positive because you elected me to serve and I count it an honor. Understand, Councilmember Foster used to say this all the time, I need you to show up to fight with me because I am going to fight for us, the best I know I how. I am going to give it the best I got and then I will give the best of that. I have already secured our first District meeting which will take place on March 29<sup>th</sup>, don't worry I'm not going to give you the details tonight, mailers will be going out to you very soon. For all of you that are in this room, be sure to tell your neighbors, tell your friends, all of District Four, March 29<sup>th</sup> we will get together as a District and we are going to create a momentum and a temperature that is going to change the entire City of Goldsboro. Thank you for all of my supporters, families and friends who stood side by side with me throughout this entire campaign. Thank you because not only was I there alone, you guys took some of the heat as well and you never wavered. I appreciate that and I am going to honor you through what I do in this seat. Thank you Goldsboro.

Councilmember Polack stated first I want to begin by thanking God for entrusting me with this task of being a liaison to my constituents as well as an integral part in the unifying of the Council. Next, I want to thank my family, not limiting this term to biological family but the countless individuals that I have grown to have relationships with throughout my campaign which led to this victory. I want to remind everyone that this night is not about me but the people that made it possible for me to be here namely my constituents within my district, my supporters that never wavered their support towards me throughout this process but most importantly my students at Goldsboro High School that got registered to vote and encouraged their parents to do the same. I appreciate the countless doors that were opened for me as the sun went down as well as the individuals that distributed my literature and conveyed my objectives and purpose in the various areas that I did not get a chance to cover. In conclusion, I want to thank my colleagues as well as the department heads that worked diligently with me to make this transition as smooth as possible. I can assure the city as well as the Council my intentions of working with most of the Council that is not based on divisive tactics or predetermined perceptions, but a Council that feels all communities are of the utmost importance and will work to ensure our employees receive the best benefits and experience to take this city to the next level. I was going to stop there, but as I was doing my vote for Mayor Pro Tem, I heard some undertones and some things that did not sit well with me. I want to let the Council know not to simulate me with my predecessor that sat in my seat. As I was sworn in, my name is Taj J. Polack, and not the person who sat here before me. So my vote is based on what I feel was the best transition to usher us into the new year. Nothing against Mr. Williams here, he would be an excellent Mayor Pro Tem but since we currently have a person filling that seat, I thought that would be the best transition, so I want to make that public. Thank you.

Mayor Pro Tem Broadaway stated this is my third term and we have not had this many people coming out before. I would like to say the election is over now and it is time to get to work and it is time to be together. And it is time to keep this city moving. If you will look back 8-12 years from now, you will see where we were and where we are going now. Thank goodness with what everyone is saying, we'll work together as a team. I don't know any teams that win, look at the Washington Redskins yesterday and see what happens with a team that doesn't work together. We've got to work together, we've got to throw our differences apart, we've got to take care of each other. Right now is a time to take care of each other, we are a little bit wounded. We've got to take care of each other, so let's do that, let's stick together, let's think of Goldsboro. We've got some really smart people up here. Let's move on, do things together, I think we will win. We are winning right now. Thank you everyone for coming. This is wonderful.

Councilmember Williams stated this is a bittersweet moment. I am so thankful to all of my constituents, those that voted for me, those that didn't I am still in your corner, I am still willing to work with you. Just give me a shot. Things that happen in the past that you may have felt I could have done better, let's communicate, let's open that door. I do everything, when it comes to caring, some people say I wear my heart on my shoulder, but I love people. What's wrong with love? If you all know Common, Common believes in love, that's one mc that is well grounded. When I think about District One, and I think about Bob Marley, I think about his song, One Love, well District One is basically one love. That is going to be something I focus on, us pulling together and loving each other, loving our community and building it to where it should be. That's going to take help that is going to take us doing things that normally we wouldn't do as councilmembers. We are going to have to think outside the box, I am going to ask each and every one in my district, those that are not even in my district, to lend a hand and help out. So I am depending on all of y'all to not just show up for this day, to continue to show up. District One to me is valuable all of Goldsboro is valuable to me. We've got to change the dynamics here, fourth poorest in the United States, how do we get there, by working together. So, I am going to do like I always try to do, I am going to throw out my olive branch, to these councilmembers, to the new councilmembers. I did not take anything personal, we are going to work together, that's my goal and objective. Now, we are not always going to get along, but that's just how families do. Families fight and then they come back together and talk again. I just want to thank everyone, I want to thank Yvonnia for having my back on those days where there are some hard decisions to make. I want to thank the employees here. I just want to thank the City of Goldsboro, let's come out of this fourth poorest city in the United States. Let's get these kids working this year and let's get some attainable housing here. Let's clean up this city. Thank you.

There being no further business, the meeting adjourned at 8:01 p.m.

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Bill Broadaway  
Mayor Pro Tem

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Melissa Capps, MMC/NCCMC  
City Clerk

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 6, 2020 COUNCIL MEETING**

**SUBJECT:** CU-14-19 Zackell Perry – Southwest corner of E. Oak Street and N. John Street intersection. (Used Automobile Sales)

**BACKGROUND:** The applicant requests a Conditional Use Permit to allow operation of a used-car lot within the General Business District. The sale of used vehicles is a permitted use within the General Business zoning district after the issuance of a Conditional Use Permit approved by City Council.

The property was previously operated as a used car lot. Since the business has been closed for more than six (6) months, the applicant is required to reapply for a Conditional Use Permit for used automobile sales.

Frontage: 113.4 ft. (E. Oak St.)

109 ft. (N. John St.)

Area: 12,612 sq. ft., or 0.28 acres

Zoning: General Business (GB)

**DISCUSSION:** The submitted site plan indicates an existing 1,044 sq. ft. building proposed for use as a sales office. The remainder of the property is mostly paved and is proposed for employee and customer parking, as well as, the display of automobiles for sale. The applicant states there will be no outdoor storage on site.

Hours of Operation: 9:00 a. m. to 5:00 p. m.  
(Monday - Saturday)

No. of Employees: 2

Parking: Parking is required at one space per employee and five customer spaces. The applicant proposes up to 7 display vehicle spaces and the site plan indicates both customer and employee parking. No loading space will be required since all vehicles will be driven to the site.

Landscaping: A Type A, 10 ft. wide landscape buffer is required along the southern property line and existing vegetation fulfills this requirement.

A Type C, 20 ft. wide landscape buffer is required adjacent to residentially-developed property to the west. An existing chain-link fence with privacy slats is located between the subject property and an existing single-family dwelling. Due to limited space, the applicant is asking for a modification of the City's landscape requirement adjacent to residentially-developed property.

Modifications: The applicant is requesting the following modifications of the City's landscaping requirements:

- (1) Street Trees along N. John and E. Oak Streets;
- (2) Vehicular Surface Area landscaping; and
- (3) Landscaping required for a Type C, 20 ft. wide landscape buffer


At the public hearing held on December 16, 2019, no one appeared to speak for or against the request.

The Planning Commission, at their meeting held on December 16, 2019, recommended approval of the Conditional Use Permit to allow the operation of a used-car lot with the recommended modifications.

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

1. Adopt an Order approving the Conditional Use Permit to allow the a operation of a used-car lot; and
2. Approved the Conditional Use permit with the following modifications;
  - (1) Street Trees along N. John and E. Oak Streets;
  - (2) Vehicular Surface Area landscaping; and
  - (3) Landscaping required for a Type C, 20 ft. wide landscape buffer

Date: 12/18/19

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

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

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



# CU-14-19 Zackell Perry Used Car Sales



SITE

GARAGE

OFFICE

LOBBY

**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

North Carolina

30 15 0 30 Feet

## CONDITIONAL USE APPLICATION

CASE NO: CU-14-19  
APPLICANT: ZACKELL PERRY  
REQUEST: USED CAR SALES  
PARCEL ID: 2599-97-7089  
LOCATION: 319 N. JOHN ST.  
HOURS OF OPERATION: MON. - SUN.  
9 am - 6 pm  
NUMBER OF EMPLOYEES: 2-3

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

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

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **December 16, 2019** to consider Conditional Use Permit application number:

**CU-14-19 Zackell Perry - Southwest corner of E. Oak Street and N. John Street intersection. (Used Automobile Sales)**

To allow the operation of a used-car lot within the General Business District. The sale of used vehicles is a permitted use within the General Business 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 automobile sales-used in the General Business District (GB) zoning district.

In addition, the Council approved site and landscape plans detailing the proposed development as submitted. The following modifications apply to this request:

- (1) Street Trees along N. John and E. Oak Streets;
- (2) Vehicular Surface Area landscaping; and
- (3) Landscaping required for a Type C, 20 ft. wide landscape buffer

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. The hours of operation are Monday through Saturday from 9 am to 5 pm.
2. On-site Parking will be for 7 display vehicles with 5 spaces for customers and 3 spaces for employees as outlined on the site plan.
3. No loading space will be required since all vehicles will be driven to the site.

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 a used-car lot as permitted 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



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 6, 2020 COUNCIL MEETING**

**SUBJECT:** Farm Lease Agreements

**BACKGROUND:** The City of Goldsboro or the City and the County of Wayne jointly own several tracts of land, which have been leased in the past for farming purposes.

Prior to 2013 seven properties had been under lease for farming through one-year leases approved by City Council during December of each year. In November of 2013, the City Council contracted farm leases for these seven properties for a period of three-years. The term extension was due to the investment farmers were making in the land regarding nitrogen, lime, etc. in preparation for growing crops.

Of the seven properties, one tract is for the sole purpose of livestock due to the topsoil being stripped and not feasible for growing crops. The current farm leases expired December 31, 2019 and listed as follows:

<b>Location</b>	<b>Current Lessee</b>	<b>Acreage</b>	<b>Leased Price by Acre</b>	<b>Total Yearly Lease</b>
Two Tracts on the west side of NC 111 South (Farm #11693)	Jonathan Gray	56.3 Acres	\$156.00/Acre	\$8,782.80
West side of NC 111 South (Farm #8742)	Jonathan Gray	24.2 Acres	\$156.00/Acre	\$3,775.20
West side of Miller's Chapel Road (Farm #11850)	Jonathan Gray	5.1 Acres	\$156.00/Acre	\$795.60
Northeast and Southeast corners of Arrington Bridge Road and Pecan Road (Farm #11852)	Jonathan Gray	43.4 Acres	\$156.00/Acre	\$6,770.40
Northeast corner of Arrington Bridge Road and S. John Street (Farm #12942)	Jonathan Gray	47.59 Acres	\$156.00/Acre	\$7,424.04

<b>Location</b>	<b>Current Lessee</b>	<b>Acreage</b>	<b>Leased Price by Acre</b>	<b>Total Yearly Lease</b>
Northeast corner of Genoa Road and Pecan Road (Farm #6599)	Alfred Parks	25.1 Acres	\$61.50/Acre	\$1,543.65
Northwest side of Pecan Road between Genoa and Mitchell Road (Farm # 11763 - Livestock Only)	Cameron Mitchell	12.9 Acres	\$50.00/Acre	\$645.00

**DISCUSSION:**

Staff advertised an Invitation to Bid on the City's website beginning November 12, 2019 with bid submittals due December 2, 2019. Three farmers, all current lessees, submitted bids on one, some or all of the farm tracts.

Staff properly notified the public of the City's intent to lease property for Crop and Livestock use per G. S. 160A-272 (a1) for the following properties and bid amounts:

<b>Location</b>	<b>Alfred Parks</b>	<b>Jonathan Gray</b>	<b>Cameron Mitchell</b>	<b>Total Yearly Lease</b>
Two Tracts on the west side of NC 111 South (56.3 Ac.)	<b>\$136.50/Ac.</b>	\$126.70/Ac. (Current Lessee)	No Bid	<b>\$7,684.95</b>
West side of NC 111 South (24.2 Ac.)	<b>\$136.50/Ac.</b>	\$126.70/Ac. (Current Lessee)	No Bid	<b>\$3,303.30</b>
West side of Miller's Chapel Road (5.1 Ac.)	<b>\$80.00/Ac.</b>	\$86.70/Ac (Current Lessee) Withdrew Bid	No Bid	<b>\$408.00</b>
Northeast and Southeast corners of Arrington Bridge Road and Pecan Road (43.4 Ac.)	\$95.10/Ac	<b>\$97.70/Ac. (Current Lessee)</b>	No Bid	<b>\$4,240.18</b>
Northeast corner of Arrington Bridge Road and S. John Street (47.59 Ac.)	No Bid	<b>\$97.70/Ac. (Current Lessee)</b>	No Bid	<b>\$4,649.54</b>
Northeast corner of Genoa Road and Pecan Road (25.1 Ac.)	<b>\$73.50/Ac. (Current Lessee)</b>	No Bid	No Bid	<b>\$1,844.85</b>

Location	Alfred Parks	Jonathan Gray	Cameron Mitchell	Total Yearly Lease
Northwest side of Pecan Road between Genoa and Mitchell Road – Livestock only (12.9 Ac.)	No Bid	No Bid	\$60.00/Ac.	\$774.00

The lease term for all farm tracts excluding the livestock-only tract is for a period of three-years (January 1, 2020 to December 31, 2022). The lease term for the livestock-only tract located on the northwest side of Pecan Road between Genoa and Mitchell Road is for a period of eight-years (January 1, 2020 to December 31, 2027). Lease payments must be made prior to January 31, 2020.


All farm tracts, with the exception of the farm located on the northeast corner of Arrington Bridge Road and South John Street, are jointly-owned with the County of Wayne and the yearly proceeds are equally shared. For jointly-owned properties, lease agreements will be forwarded to the Wayne County Board of Commissioners for action at their next meeting if approved by the City Council.

**RECOMMENDATION:** By motion, authorize the preparation and execution of farm lease agreements between:

1. The City of Goldsboro, the County of Wayne and Jonathan Gray for three years;
2. The City of Goldsboro and Jonathan Gray for three years;
3. The City of Goldsboro, the County of Wayne and Alfred Parks for three years; and
4. The City of Goldsboro, the County of Wayne and Cameron Mitchell for eight years.

Leases for jointly-owned property would be subject to Wayne County's approval of said leases with Jonathan Gray, Alfred Parks and Cameron Mitchell.

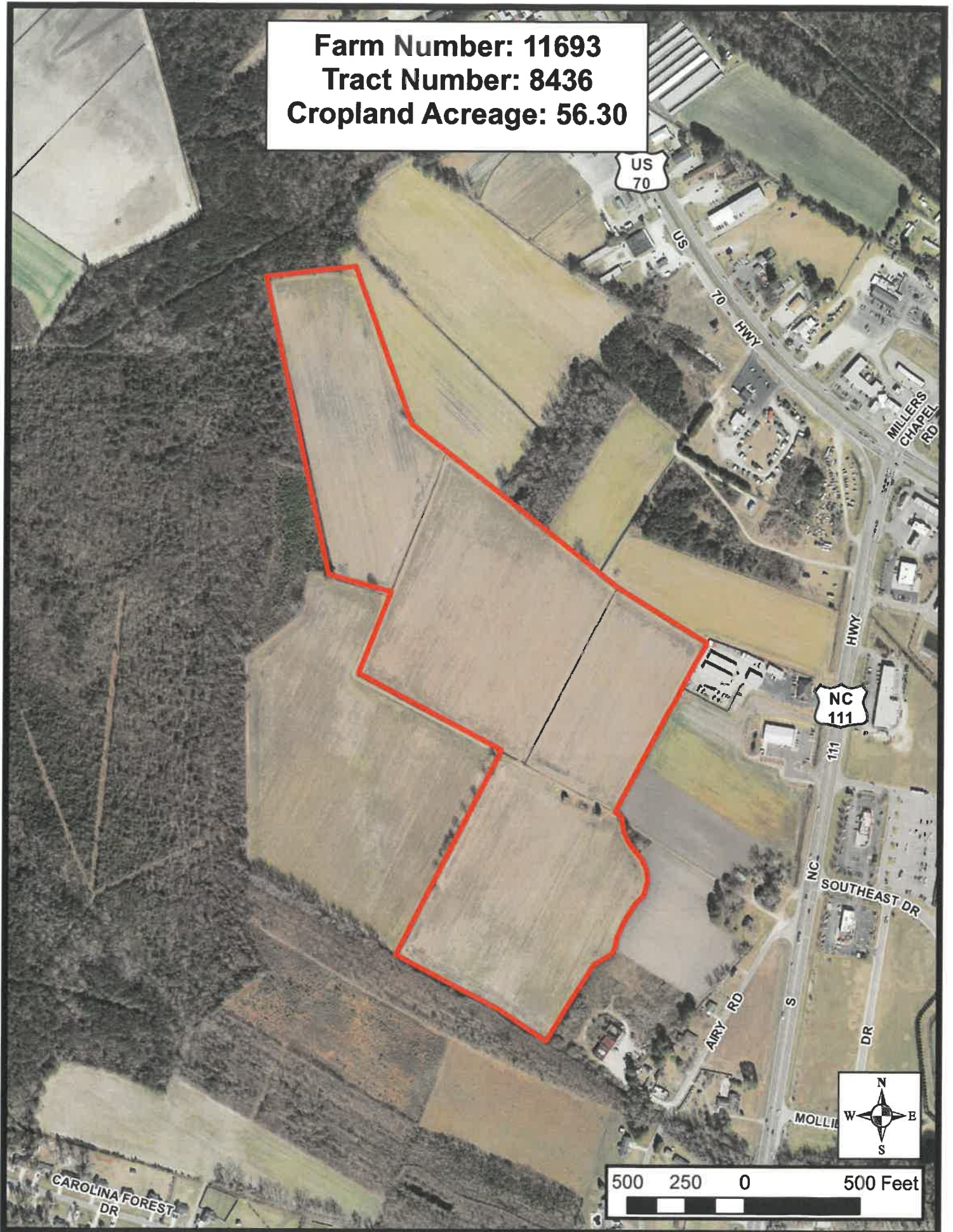
Date: 12/19/19

  
Planning Director

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

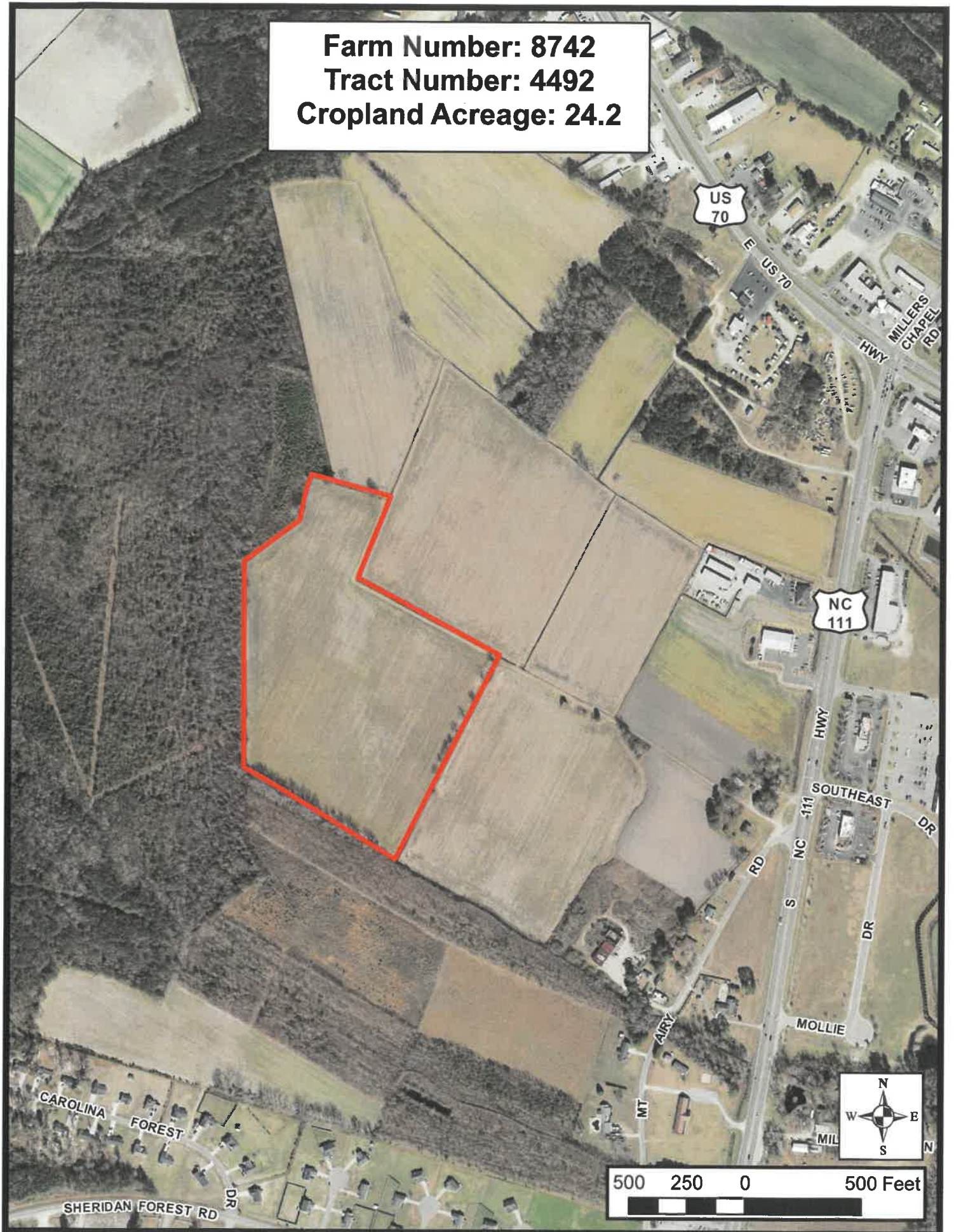
\_\_\_\_\_  
City Manager

**Farm Number: 11693**  
**Tract Number: 8436**  
**Cropland Acreage: 56.30**



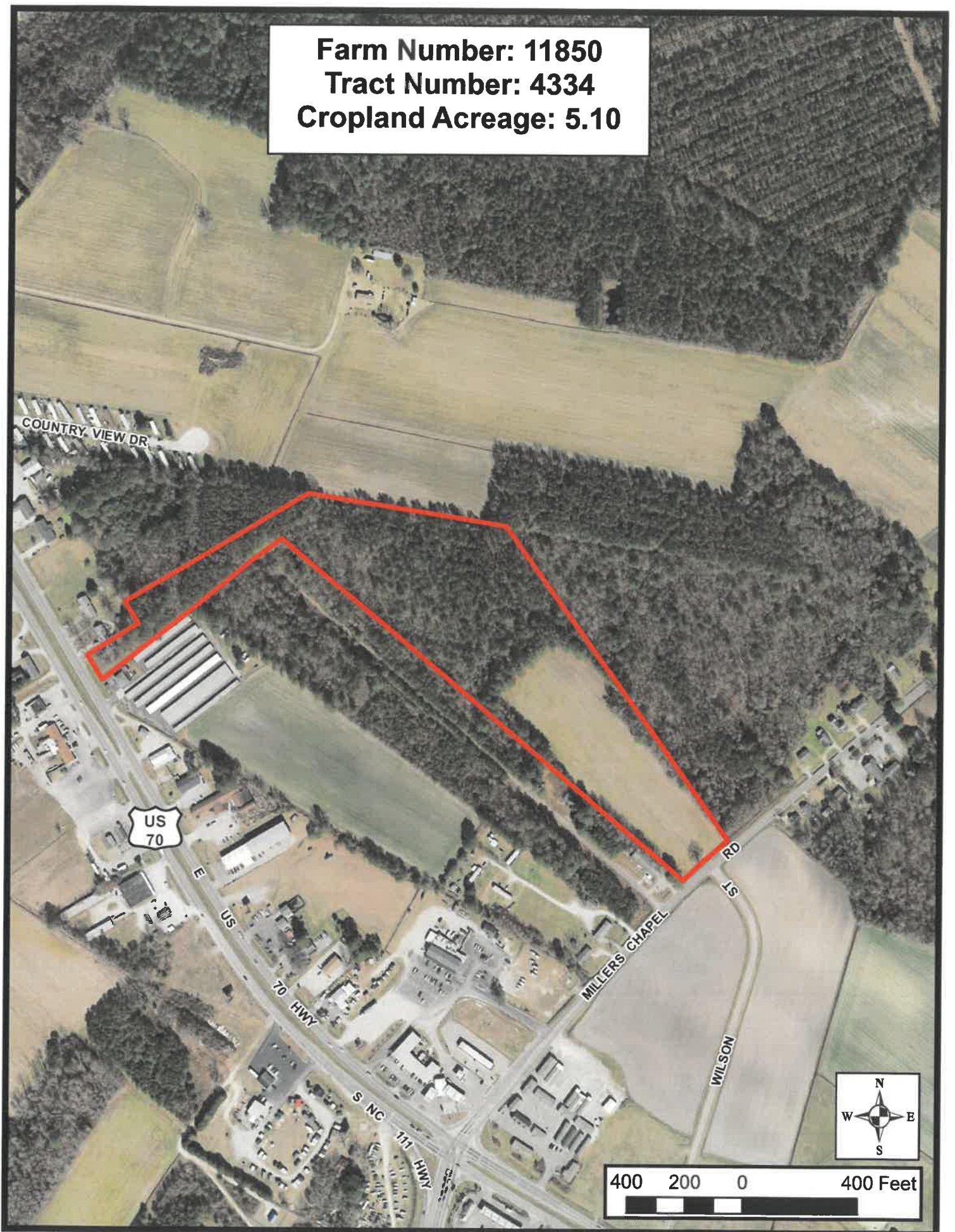


**Farm Number: 8742**  
**Tract Number: 4492**  
**Cropland Acreage: 24.2**



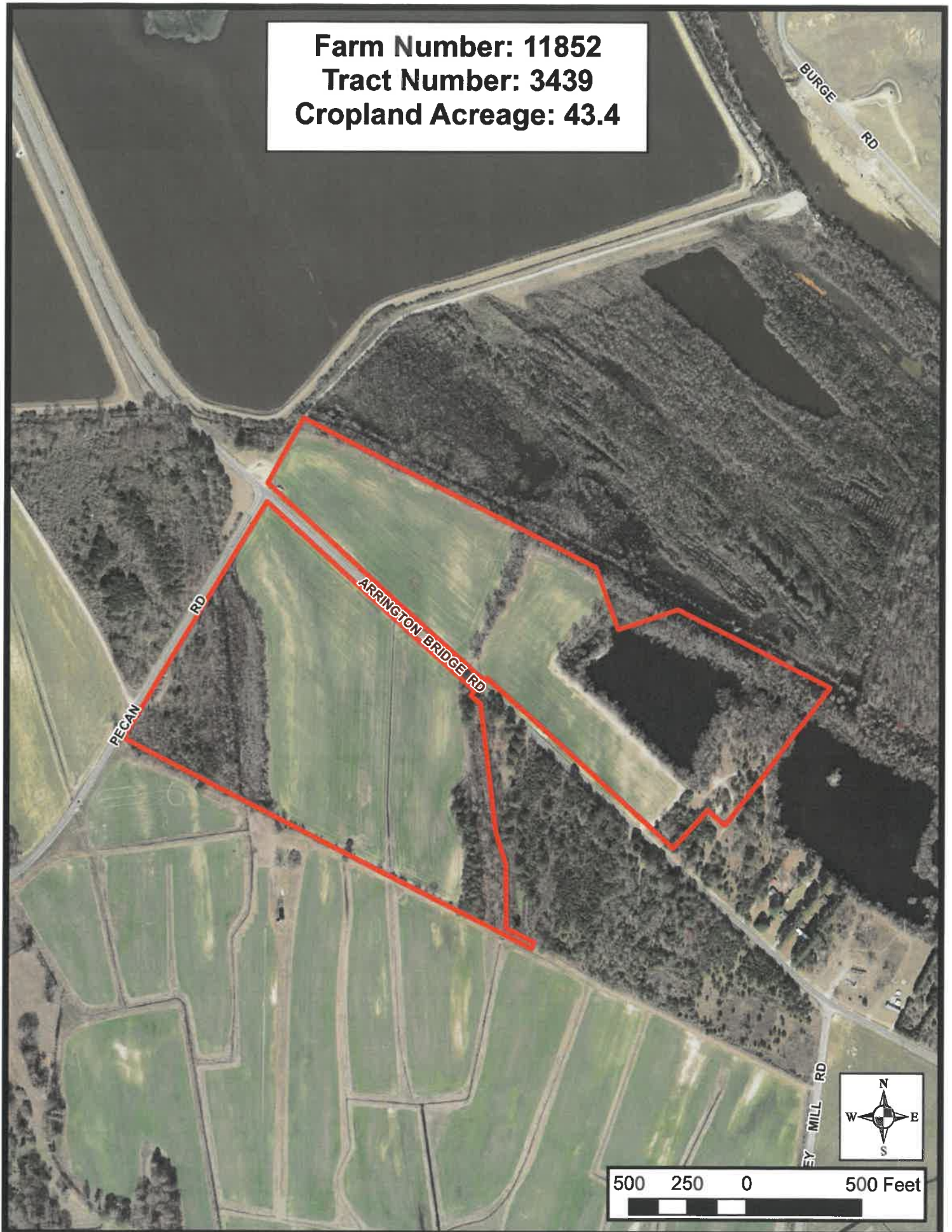


**Farm Number: 11850**  
**Tract Number: 4334**  
**Cropland Acreage: 5.10**





**Farm Number: 11852**  
**Tract Number: 3439**  
**Cropland Acreage: 43.4**





**Farm Number: 12942**  
**Tract Number: 10173**  
**Cropland Acreage: 47.59**





**Farm Number: 6599**  
**Tract Number: 2882**  
**Cropland Acreage: 25.1**

MORGAN CIR

GENOA RD

ROBERT

RD

PECAN

SOUTHERN DR

PRESTON DR

JAKE DR

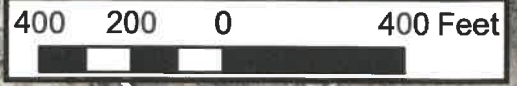
MOBILE CIR

RD

EAGLE

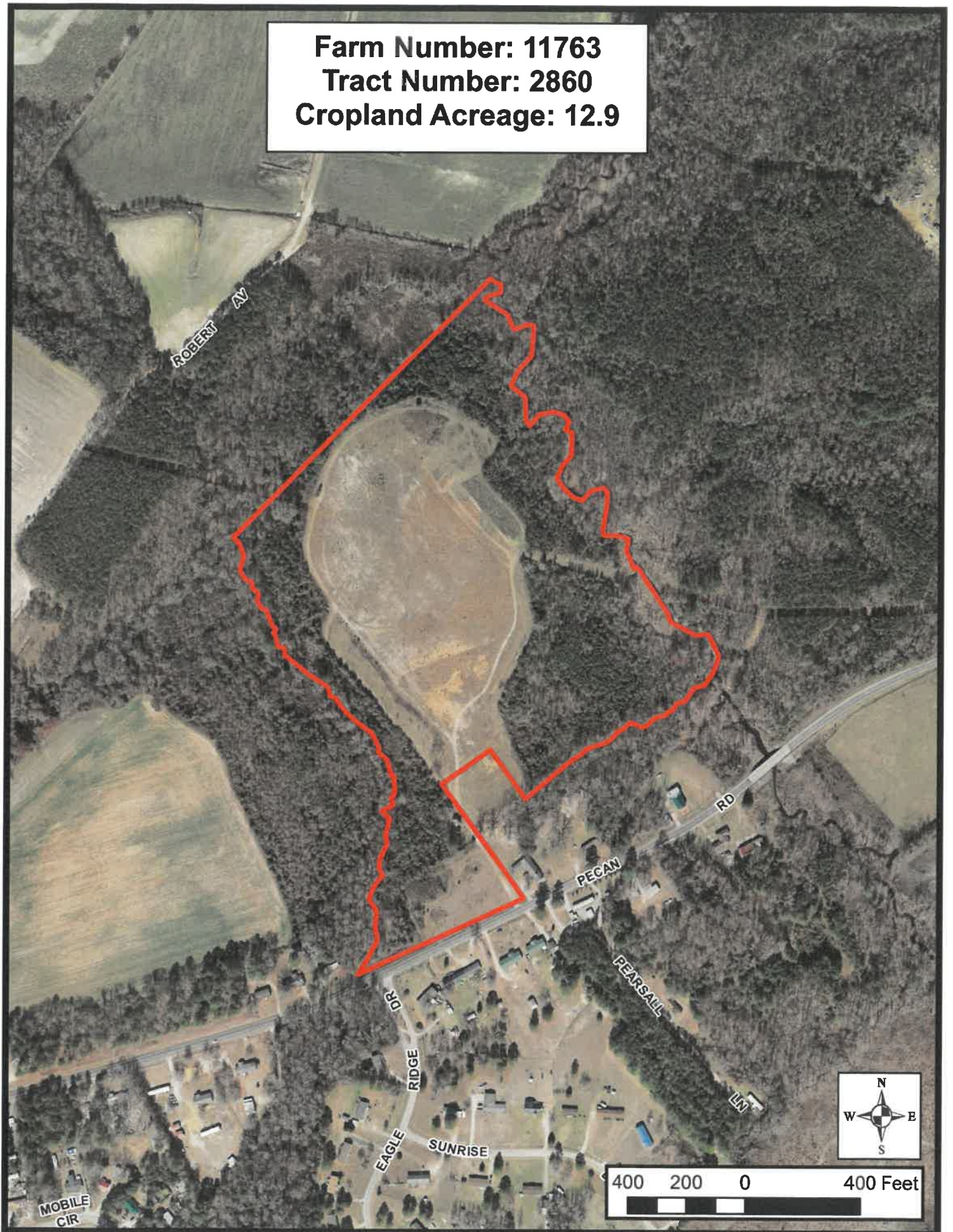
SUNRISE DR

RIDGE DR





**Farm Number: 11763**  
**Tract Number: 2860**  
**Cropland Acreage: 12.9**



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 6, 2020 COUNCIL MEETING

**SUBJECT:** Conveyance of Property to Rehab Development – Waiver of First Refusal and Amendment of Completion Date

**BACKGROUND:** Rehab Development, Inc., the Design-Build company investing over \$12M in rehabilitating six historic buildings downtown has plans to begin construction in February of this year. All properties are in need of significant rehabilitation to make them productive once again. The completed project will result in 12,000 sq. ft. of commercial, ready-to-lease space and 63 market-rate residential units, successfully repurposing 68,000 sq. ft. of vacant, non-productive space.

Four of the six historic properties – 200 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street were donated by the County in 2017 with the intent of actively marketing them for reinvestment to save and rehabilitate the properties. In partnership with the City, the properties were deeded to the Downtown Goldsboro Development Corporation to facilitate the marketing of the properties, with an emphasis on intended use and rehabilitation timeline. To ensure the properties would be protected, a series of covenants were written into the deed, including right of first refusal for the City of Goldsboro to purchase the properties and a completion date of May 31, 2020.

**DISCUSSION:** As per the deed, executed on December 12, 2017 between the City of Goldsboro and the Downtown Goldsboro Development Corporation, the DGDC has notified the City of Goldsboro of their intent to convey the properties to WNB Landlord, LLC, a subsidiary of Rehab Development, Inc. The City of Goldsboro is asked to waive its rights to the property at this time. Additionally, as the deed was written prior to the significant delay of the North Carolina historic tax credits, the DGDC requests the amendment of the May 31, 2020 deadline to match the agreement which states “no later than the date which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program” WNB Landlord, LLC will need the properties conveyed before any work can begin.

**RECOMMENDATION:** By motion, adopt the attached resolution, accepting and authorizing the Mayor to sign the waiver subject to City Attorney review, approval and based on the intent, expectations and assurances as stated herein and intended.

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

\_\_\_\_\_  
Interim Downtown Development Director

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

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

RESOLUTION NO. 2020-

RESOLUTION CONVEYING PROPERTY TO REHAB DEVELOPMENT-  
WAIVER OF FIRST REFUSAL

WHEREAS, Rehab Development, Inc., the Design-Build company investing over \$12M in rehabilitating six historic buildings downtown has plans to begin construction in February of this year; and

WHEREAS, All properties are in need of significant rehabilitation to make them productive once again. The completed project will result in 12,000 sq. ft. of commercial, ready-to-lease space and 63, market-rate residential units, successfully repurposing 68,000 sq. ft. of vacant, non-productive space; and

WHEREAS, Four of the six historic properties – 200 E. Walnut Street, 204 E. Walnut Street, 206 E. Walnut Street and 106 S. John Street were donated by the County in 2017 with the intent of actively marketing them for reinvestment to save and rehabilitate the properties: and

WHEREAS, In partnership with the City, the properties were deeded to the Downtown Goldsboro Development Corporation to facilitate the marketing of the properties, with an emphasis on intended use and rehabilitation timeline; and

WHEREAS, As per the deed, executed on December 12, 2017 between the City of Goldsboro and the Downtown Goldsboro Development Corporation, the DGDC has notified the City of Goldsboro of their intent to convey the properties to WNB Landlord, LLC, a subsidiary of Rehab Development, Inc. The City of Goldsboro is asked to waive its rights to the property at this time; and

WHEREAS, Additionally, as the deed was written prior to the significant delay of the North Carolina historic tax credits, the DGDC requests the amendment of the May 31, 2020 deadline to match the agreement which states “no later than the date which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program” WNB Landlord, LLC will need the properties conveyed before any work can begin.

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

1. The Mayor and City Clerk is hereby authorized to sign the waiver subject to City Attorney review, approval and based on the intent, expectations and assurances as stated herein and intended.
2. This Resolution shall be in full force and effect from and after this 6<sup>th</sup> day of January, 2020.

---

Mayor

Attested by:

---

City Clerk

STATE OF NORTH CAROLINA     )  
  )  
COUNTY OF WAYNE            )     **WAIVER OF RIGHT OF FIRST REFUSAL  
AND AMENDMENT OF REHABILITATION  
PERIOD**

THIS WAIVER OF RIGHT OF FIRST REFUSAL (this "Waiver"), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between THE CITY OF GOLDSBORO, a North Carolina municipal corporation, with its principal office in Goldsboro, NC (the "City"), DOWNTOWN DEVELOPMENT CORPORATION, a North Carolina corporation with its principal office in Goldsboro, North Carolina (the "Grantor") and DOWNTOWN REHABILITATION INVESTMENTS, LLC, a North Carolina limited liability company with its principal office in Goldsboro, North Carolina (the "Grantee/Owner").

WHEREAS, City has heretofore been granted by those certain Protective Covenants (the “Protective Covenants”) attached to Special Warranty Deeds recorded in Book 3342, Page 403 and Book 3344, Page 380 of the Wayne County Registry a right of first refusal to purchase the real property therein described wherein Grantor and Grantee/Owner are parties thereto along with the restriction that the properties be rehabilitated on or before May 31, 2020 by any intended conveyee, such including but not limited to WNB Landlord, LLC; and

WHEREAS, the intended conveyee, WNB Landlord, LLC, as a result of the extension of tax credits, which were delayed, is in need of an amendment and extension of time within which to rehabilitate the properties to be consistent with the Agreements executed which require such be rehabilitated within twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program”; and

WHEREAS, historic buildings are situated on said property; and

WHEREAS, Grantee/Owner and Grantor are aware of and understand the restrictions contained in the Protective Covenants herein described, both having agreed to abide by said Protective Covenants, and shall make any future conveyance subject to said Protective Covenants unless otherwise agreed to in a separate agreement by and between City and the Grantor and Grantee/Owner; and



WHEREAS, Grantee/Owner now desires to convey said real property the subject of said deeds and restricted by said covenants to WNB Landlord, LLC, a North Carolina limited liability company for good and valuable consideration.

NOW, THEREFORE, in consideration of such acknowledgement by Grantee/Owner of the City's interests in said real properties, and its intent to convey the same, the City does hereby waive in favor of Grantee/Owner, Grantor and WNB Landlord, LLC its right of first refusal as established in the aforesaid instruments recorded in Book 3342, Page 403 and Book 3344, Page 380, as to the real property described in **Exhibit A**; and the City waives and amends the requirement that the rehabilitation be done on or before May 31, 2020 contained in the deeds to be consistent with the Agreement such that the properties shall be rehabilitated no later than the date which is twenty-seven (27) months following the renewal date of the North Carolina Historic Tax Credit Program.

This Waiver constitutes a release of the right of first refusal as to the transaction between Downtown Rehabilitation Investments, LLC and WNB Landlord, LLC only, and it is stipulated and agreed by all parties hereto that the right of first refusal as set out in the aforesaid instruments recorded in Book 3342, Page 403 and Book 3344, Page 380 shall continue to apply in the case of a contemplated sale of the premises or any portion thereof by any successor in title to the Grantee/Owner thereto including but not limited to WNB Landlord, LLC.

**WAIVER OF FIRST REFUSAL AND AMENDMENT OF  
REHABILITATION PERIOD**

IN WITNESS WHEREOF, City has executed this instrument to be executed in its municipal corporate name, the City of Goldsboro, by its Mayor (or Mayor Pro Tem) this the day and year first above written.

CITY OF GOLDSBORO

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Clerk, City of Goldsboro

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that s/he knows the common seal of the CITY OF GOLDSBORO and is acquainted with \_\_\_\_\_ who is the Mayor of said municipal corporation; that s/he, the said \_\_\_\_\_, is its Clerk; and that s/he saw the Mayor sign the foregoing instruments; and that s/he, the said Clerk, saw the said common seal of said municipal corporation affixed thereto, and that s/he, the said Clerk, signed her/his name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

Witness my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SEPARATE SIGNATURE PAGE**  
**WAIVER OF FIRST REFUSAL AND AMENDMENT OF**  
**REHABILITATION PERIOD**

IN WITNESS WHEREOF, Grantor has executed this instrument on the date and year first above written.

GRANTOR:

DOWNTOWN GOLDSBORO DEVELOPMENT  
CORPORATION

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Chairman of the Board of Directors

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is the Chairman of the Board of directors of the Downtown Goldsboro Development Corporation, a North Carolina corporation, and that he in such representative capacity voluntarily signed this instrument for the purposes stated therein.

Witness my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SEPARATE SIGNATURE PAGE**  
**WAIVER OF FIRST REFUSAL AND AMENDMENT OF**  
**REHABILITATION PERIOD**

IN WITNESS WHEREOF, Owner has executed this instrument on the date and year first above written.

OWNER:

DOWNTOWN REHABILITATION  
INVESTMENTS, LLC

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Managing Member

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public do hereby certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is the Managing Member of Downtown Rehabilitation Investments, LLC, a North Carolina limited liability company, and that he in such representative capacity voluntarily signed this instrument for the purposes stated therein.

Witness my hand and Notarial Seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

Being the following tract and parcel located in Wayne County, North Carolina, being more particularly described as follows:

**BEGINNING** at the corner of a building on the Southern right of way of East Walnut Street, said beginning point being located N. 67° 25' 28" W. 74.00 feet from the corner of a building at the intersection of the Western right of way of Ormond Avenue and the Southern right of way of East Walnut Street; thence from the beginning, leaving the Southern right of way of East Walnut Street, S. 22° 27' 07" W. 80.59 feet to a building corner; thence with the edge of an existing building wall, N. 67° 17' 19" W. 19.72 feet to a building corner; thence with the edge of an existing building wall, S. 21° 55' 36" W. 34.30 feet to a building corner; thence S. 67° 22' 23" E. 38.00 feet to a building corner; thence with the edge of an existing building wall, S. 21° 42' 07" W. 21.28 feet to a building corner; thence with the edge of an existing building wall, S. 59° 29' 15" W. 23.33 feet to a building corner; thence with the edge of an existing building wall, N. 67° 57' 51" W. 85.35 feet to a building corner on the Eastern right of way of South John Street; thence with the Eastern right of way of South John Street, N. 22° 19' 00" E. 155.61 feet to a building corner at the intersection of the Eastern right of way of South John Street and the Southern right of way of East Walnut Street; thence with the Southern right of way of East Walnut Street, S. 67° 25' 28" E. 80.88 feet to a building corner on the Southern right of way of East Walnut Street, the point of beginning containing 12,476 Square Feet or 0.286 Acre more or less.

This property is part of the property described in Deed Book 1116, Page 553 (1<sup>st</sup> and 3<sup>rd</sup> tracts); Deed Book 1259, Page 583; and Deed Book 1463, Page 651 in the Wayne County Registry. And being part of the property described in the Plat in Plat Cabinet O at Slide 49D in the Wayne County Registry. For back reference also see Deed recorded in Book 3275, Page 262, Wayne County Registry.



Doc ID: 011704930009 Type: CRP  
 Recorded: 12/12/2017 at 03:36:49 PM  
 Fee Amt: \$28.00 Page 1 of 9  
 Revenue Tax: \$0.00  
 WAYNE COUNTY, NC  
 JUDY HARRISON REGISTER OF DEEDS

BK 3342 PG 403-411

**Indexed**

No N.C. Real  
 Estate Excise Tax Affixed

9-26<sup>00</sup>

*The attorneys preparing this instrument have made no record search or title examination of the property description herein, and express no opinion with respect thereto, unless contained in a separate written certificate.*

NORTH CAROLINA

SPECIAL WARRANTY DEED

WAYNE COUNTY

THIS DEED made this the 12th day of December, 2017, by and between THE CITY OF GOLDSBORO, a North Carolina municipal corporation, Grantor, whose address is 200 N. Center Street, Goldsboro, NC 27530, and DOWNTOWN GOLDSBORO DEVELOPMENT CORPORATION, Grantee, whose address is 219 N. John Street, Goldsboro, NC 27530;

WITNESSETH:

That the Grantor in consideration of One Hundred Dollars (\$100.00) and other valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey to the Grantee, and its successors and assigns, that certain lot or parcel of land bounded and described as follows:

BEGINNING at the corner of a building on the Southern right of way of East Walnut Street, said beginning point being located N. 67° 25' 28" W. 74.00 feet from the corner of a building at the intersection of the Western right of way of Ormond Avenue and the Southern right of way of East Walnut Street; thence from the beginning, leaving the Southern right of way of East Walnut Street, S. 22° 27' 07" W. 80.59 feet to a building corner; thence with the edge of an existing building wall, N. 67° 17' 19" W. 19.72 feet to a building corner; thence with the edge of an existing building wall, S. 21° 55' 36" W. 34.30

PREPARED BY: JUSTIN L. MINSHEW  
 Everett, Womble & Lawrence, LLP, Attorneys at Law  
 Post Office Drawer 1678, Goldsboro, NC 27533

RETURN

G:\ANNE\aa\cog\Deeds\2017\COG special deed to DGDC.wpd

feet to a building corner; thence S. 67° 22' 23" E. 38.00 feet to a building corner; thence with the edge of an existing building wall, S. 21° 42' 07" W. 21.28 feet to a building corner; thence with the edge of an existing building wall, S. 59° 29' 15" W. 23.33 feet to a building corner; thence with the edge of an existing building wall, N. 67° 57' 51" W. 85.35 feet to a building corner on the Eastern right of way of South John Street; thence with the Eastern right of way of South John Street, N. 22° 19' 00" E. 155.61 feet to a building corner at the intersection of the Eastern right of way of South John Street and the Southern right of way of East Walnut Street; thence with the Southern right of way of East Walnut Street, S. 67° 25' 28" E. 80.88 feet to a building corner on the Southern right of way of East Walnut Street, the point of beginning containing 12,476 Square Feet or 0.286 Acre more or less.

This property is part of the property described in Deed Book 1116, Page 553 (1<sup>st</sup> and 3<sup>rd</sup> tracts); Deed Book 1259, Page 583; and Deed Book 1463, Page 651 in the Wayne County Registry. And being part of the property described in the Plat in Plat Cabinet O at Slide 49D in the Wayne County Registry. For back reference also see Deed recorded in Book 3275, Page 262, Wayne County Registry.

This conveyance is made subject to those Protective Covenants in Exhibit A and those Standards for the Rehabilitation of Historic Properties in Exhibit B both of which are attached hereto and incorporated herein by reference.

All or a portion of the real property herein conveyed does not include the primary residence of the Grantor.

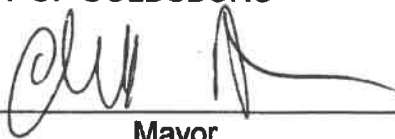
TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging unto the Grantee, and its successors and assigns, in fee simple forever.

And the Grantor covenants to and with the Grantee, its successors and assigns, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this the day and year first above written.

CITY OF GOLDSBORO

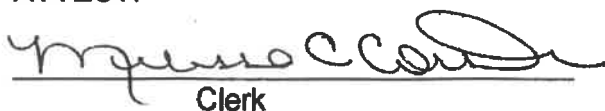
BY:



Mayor

(SEAL)

ATTEST:



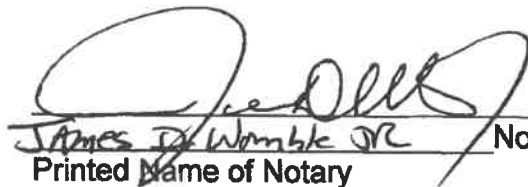
Clerk



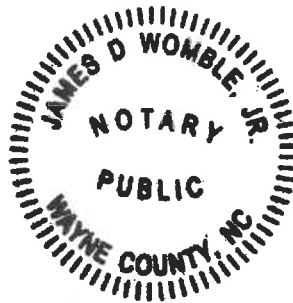
NORTH CAROLINA  
WAYNE COUNTY

This the 12<sup>th</sup> day of December, 2017, personally came before me, James D. Womble Jr, a Notary Public in and for said State and County, MELISSA C. CORSER, who by me duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with LAWRENCE COBIN ALLEN, who is the Mayor of said municipal corporation; that she, the said MELISSA C. CORSER, is its Clerk; and that she saw the Mayor sign the foregoing instrument; and that she, the said Clerk, saw the said common seal of said corporation affixed thereto, and that she, the said Clerk, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

Witness my hand and seal this the 12<sup>th</sup> day of December, 2017.

  
James D. Womble Jr Notary Public  
Printed Name of Notary

My Commission Expires: Oct 8, 2020





**EXHIBIT A**

**PROTECTIVE COVENANTS**

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, and 106 S. John 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 Grantee both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Grantee 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 Grantee 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 Grantee hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

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

2. The Grantee covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical

integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Grantee 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 Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Grantee shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Grantee shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of the Subject Property or any portion thereof by the Grantee or any successor in title thereto, to any person or entity other than an affiliate or subsidiary that is entirely owned by Grantee or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Grantee's receipt of notice from the City regarding such violation, the Grantee shall repay to the City and County any incentives funded to the Grantee pursuant to any agreement between the Grantee, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Grantee by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Grantee.

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 Grantee with the terms of these covenants.

9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Grantee.

BOOK 3342 PAGE 408

10. The Grantee shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.

11. The Grantee shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Grantee and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Grantee will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Grantee does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantee, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.

14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.

15. The Grantee and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

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

invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

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

**EXHIBIT B****THE SECRETARY OF THE INTERIOR'S****STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES**

**REHABILITATION** is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural or architectural values.

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

**STANDARDS FOR REHABILITATION**

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.

Doc ID: 011708800009 Type: CRP  
Recorded: 12/21/2017 at 11:30:20 AM  
Fee Amt: \$26.00 Page 1 of 9  
Revenue Tax: \$0.00  
WAYNE COUNTY, NC  
JUDY HARRISON REGISTER OF DEEDS  
BK 3344 PG 380-388

Indexed

No N.C. Real  
Estate Excise Tax Affixed *24M**REV-0-*  
*9-\$26.00*

*The attorneys preparing this instrument have made no record search or title examination of the property description herein, and express no opinion with respect thereto, unless contained in a separate written certificate.*

NORTH CAROLINA

SPECIAL WARRANTY DEED

WAYNE COUNTY

THIS DEED made this the 20th day of December, 2017, by and between DOWNTOWN GOLDSBORO DEVELOPMENT CORPORATION, Grantor, whose address is 219 N. John Street, Goldsboro, NC 27530, and DOWNTOWN REHABILITATION INVESTMENTS, LLC, Grantee, whose address is 219 N. John Street, Goldsboro, NC 27530;

## WITNESSETH:

That the Grantor in consideration of One Hundred Dollars (\$100.00) and other valuable considerations to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey to the Grantee, and its successors and assigns, that certain lot or parcel of land bounded and described as follows:

BEGINNING at the corner of a building on the Southern right of way of East Walnut Street, said beginning point being located N. 67° 25' 28" W. 74.00 feet from the corner of a building at the intersection of the Western right of way of Ormond Avenue and the Southern right of way of East Walnut Street; thence from the beginning, leaving the Southern right of way of East Walnut Street, S. 22° 27' 07" W. 80.59 feet to a building corner; thence with the edge of an existing building wall, N. 67° 17' 19" W. 19.72 feet to a building corner; thence with the edge of an existing building wall, S. 21° 55' 36" W. 34.30

RETURN

PREPARED BY: JUSTIN L. MINSHEW  
Everett, Womble & Lawrence, LLP, Attorneys at Law  
Post Office Drawer 1678, Goldsboro, NC 27533

feet to a building corner; thence S. 67° 22' 23" E. 38.00 feet to a building corner; thence with the edge of an existing building wall, S. 21° 42' 07" W. 21.28 feet to a building corner; thence with the edge of an existing building wall, S. 59° 29' 15" W. 23.33 feet to a building corner; thence with the edge of an existing building wall, N. 67° 57' 51" W. 85.35 feet to a building corner on the Eastern right of way of South John Street; thence with the Eastern right of way of South John Street, N. 22° 19' 00" E. 155.61 feet to a building corner at the intersection of the Eastern right of way of South John Street and the Southern right of way of East Walnut Street; thence with the Southern right of way of East Walnut Street, S. 67° 25' 28" E. 80.88 feet to a building corner on the Southern right of way of East Walnut Street, the point of beginning containing 12,476 Square Feet or 0.286 Acre more or less.

This property is part of the property described in Deed Book 1116, Page 553 (1<sup>st</sup> and 3<sup>rd</sup> tracts); Deed Book 1259, Page 583; and Deed Book 1463, Page 651 in the Wayne County Registry. And being part of the property described in the Plat in Plat Cabinet O at Slide 49D in the Wayne County Registry. For back reference also see Deed recorded in Book 3275, Page 262, Wayne County Registry.

This conveyance is made subject to those Protective Covenants and those Standards for the Rehabilitation of Historic Properties found recorded as Exhibits to that certain deed dated December 12, 2017 from the City of Goldsboro to Downtown Development Corporation recorded in Book 3342, Page 403 in the Wayne County Registry, said Protective Covenants and Standards attached hereto and incorporated herein by reference as Exhibit A and Exhibit B.

All or a portion of the real property herein conveyed does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereunto belonging unto the Grantee, and its successors and assigns, in fee simple forever.

And the Grantor covenants to and with the Grantee, its successors and assigns, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title to the same against the lawful claims of all persons claiming by, under or through Grantor.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this the day and year first above written.

DOWNTOWN GOLDSBORO DEVELOPMENT CORPORATION

BY:

  
Andrew Jernigan, President

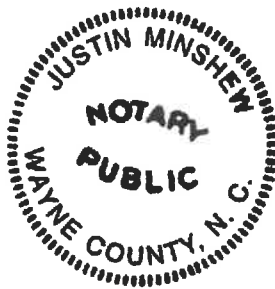
(SEAL)



NORTH CAROLINA  
WAYNE COUNTY

I, Justin Minshe, a Notary Public in and for the aforesaid State and County, do hereby certify that ANDREW JERNIGAN personally came before me this day and acknowledged that he is the President of DOWNTOWN GOLDSBORO DEVELOPMENT CORPORATION, a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by himself as its President.

Witness my hand and seal this the 21 day of December, 2017.



Justin Minshe, Notary Public  
Printed Name of Notary

My Commission Expires: 8-10-2020

## EXHIBIT A

## PROTECTIVE COVENANTS

WHEREAS, the properties located at 200 E. Walnut Street, 202 E. Walnut Street, 206 E. Walnut Street, and 106 S. John 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 Grantee both desire that these properties be rehabilitated and preserved for the enjoyment and edification of future generations; and

WHEREAS, the City and the Grantee 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 Grantee 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 Grantee hereby agrees that the Subject Property shall be and shall permanently remain subject to the following agreement, easements, covenants and restrictions:

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

2. The Grantee covenants and agrees to rehabilitate Subject Property according to the terms, conditions, and deadlines of the Agreement, by or before May 31, 2020 and in accordance to the Department of the Interior's Standards for Rehabilitation and, after rehabilitation, to continuously maintain, repair, and administer the Subject Property herein described in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (1992) so as to preserve the historical

integrity of features, materials, appearances, workmanship and environment of the Subject Property. Maintenance shall be continuously provided. Said standards are attached hereto and incorporated in these covenants by reference. No building located on the Subject Property may be removed or demolished without the prior written approval of the City.

3. The Grantee 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 Grantee shall abide by all federal, state, and local laws and ordinances regulating the rehabilitation, maintenance and use of the Subject Property.

5. When seeking modifications or waivers to the Department of Interior's Standards for Rehabilitation (Standards), the Grantee shall give written notice to the City. If the City fails to respond within forty-five (45) days, then the Grantee shall have the right to proceed according to their plans. The City's decisions shall be based on the Standards (1992) and shall not be unreasonably withheld.

6. In case of any contemplated sale of the Subject Property or any portion thereof by the Grantee or any successor in title thereto, to any person or entity other than an affiliate or subsidiary that is entirely owned by Grantee or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the City, its successors or assigns. If the City so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the City to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. Provided, however, that if there are any outstanding deeds of trust or other encumbrances against the Subject Property, the City's right of first refusal shall be subject to said deeds of trust or encumbrances, and they shall either be satisfied or assumed as part of the purchase price.

7. In the event of a violation of the covenants contained herein, which violation is not cured within ninety days of the Grantee's receipt of notice from the City regarding such violation, the Grantee shall repay to the City and County any incentives funded to the Grantee pursuant to any agreement between the Grantee, the City of Goldsboro, and/or the County of Wayne in which these Covenants were referenced and/or incorporated. Such funds shall be immediately due and payable and all sums disbursed to the Grantee by the City and/or County pursuant to such agreements shall be refunded to the City and/or County, plus interest at the then legal rate as set by the State of North Carolina, said interest being calculated as accruing as of the date the funds were disbursed from the City and/or County to the Grantee.

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 Grantee with the terms of these covenants.

9. Researchers, scholars, and groups especially interested in historic preservation shall have access to view the interior of the Subject Property by special appointment at various times and intervals at times both desirable to the public and convenient with the Grantee.

10. The Grantee shall insure the Subject Property against damage by fire or other catastrophe. If the original structure is damaged by fire or other catastrophe to an extent not exceeding fifty percent (50%) of the insurable value of those portions of the building, then insurance proceeds shall be used to rebuild those portions of the Subject Property in accordance with the standards in "The Secretary of the Interior's Standards for Rehabilitation", which are included and incorporated herein.

11. The Grantee shall keep the Subject Property insured under a comprehensive general liability policy that names the City as an additional insured and that protects the Grantee and the City against claims for personal injury, death and property damage.

12. All rights of mortgagees to the Subject Property are subject and subordinate at all times to the rights of the City to enforce these covenants and restrictions. The Grantee will provide a copy of these covenants and restrictions to all mortgagees of the Subject Property and has caused all mortgagees as of the date of this deed to subordinate the priority of their liens to these covenants and restrictions. All subordination agreements executed by the mortgagees holding a lien on the Property shall relate only to the preservation of the historic architecture of the Subject Property. In order to facilitate financing of the Subject Property and closing of financing to fund the rehabilitation of the Subject Property, the City will negotiate in good faith with all mortgagees with respect to the form and substance of any such subordination agreements.

13. The Grantee does hereby covenant to carry out the duties specified herein, and these restrictions shall be covenants and restrictions running with the land, which the Grantee, its heirs, successors, and assigns, covenant and agree, in the event the Subject Property is sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Subject Property.

14. The properties the City seeks to protect may contain certain hazards as a result of outdated building practices or use of certain materials that may contain lead paint, asbestos, or some other hazards that may need to be removed or encapsulated before the buildings are habitable. Addressing these problems is one of the challenges of owning and restoring a historic property. The City does not have the resources to correct these problems and cannot take responsibility for the condition of the properties being sold. The City is not liable in any way for any hazards, defects, or other problems with the properties under covenants.

15. The Grantee and the City recognize that an unexpected change in the conditions surrounding the Subject Property may make impossible or impractical the continued use of the Subject Property for conservation purposes and necessitate the extinguishment or termination of this Historic Preservation Agreement. If not mutually agreed upon by the Parties, such an extinguishment must be the result of a final judicial proceeding.

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

invalidate such covenant or restriction or any other covenant, condition or restriction hereof, or affect the right of the City to enforce the same in event of a subsequent breach or default.

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

**EXHIBIT B****THE SECRETARY OF THE INTERIOR'S****STANDARDS FOR THE REHABILITATION OF HISTORIC PROPERTIES**

**REHABILITATION** is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural or architectural values.

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

**STANDARDS FOR REHABILITATION**

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.

TO WHOM IT MAY CONCERN:

Please be advised by this written notice being given pursuant to Protective Covenant attached as Exhibit A to Special Warranty Deeds recorded in Book 3342, Page 403 and Book 3344, Page 380 of the Wayne County Registry, by the Grantee of said deeds, Downtown Rehabilitation Investments, LLC, hereby gives such Notice as required by section 6 to the City of Goldsboro of its intent to convey the said properties the subject of such deeds to WNB Landlord, LLC. If the City of Goldsboro fails to waive it rights, or fails to respond within the thirty (30) days required by said covenants, then said conveyance can be made without further notice or consideration.

This the 30 day of December, 2019.

By: Beverly Wallace-Wiggins  
Printed Name: Beverly Wallace-Wiggins  
Member-Manager, Downtown Rehabilitation Investments, LLC

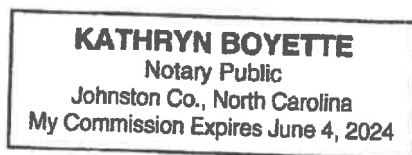
STATE OF NORTH CAROLINA

COUNTY OF Johnston

On this, the 30 day of Dec., 2019 before me, the undersigned officer, personally appeared **Beverly Wallace-Wiggins**, who acknowledged himself/herself to be the member/manager of Downtown Rehabilitation Investments LLC, a limited liability company, and that he/she as such member/manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation/limited liability company by himself/herself as member/manager.

In witness whereof I hereunto set my hand and official seal.

[Notary Seal]



By: Kathryn Boyette  
Name: Kathryn Boyette  
Notary Public  
My Commission expires: 6-4-2024



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 February 15, 2019 (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) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City 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) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown 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, 10<sup>th</sup> 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.

*[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  
Patrick Reilly, Managing Member

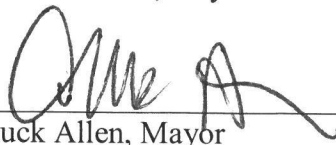
Date: 3/5/2019

**CITY:**

**CITY OF GOLDSBORO**

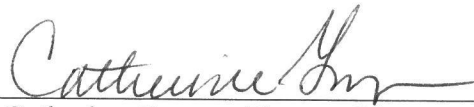


By:   
Melissa Corser, City Clerk

By:   
Chuck Allen, Mayor

Date: 2-15-2019

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: 2/15/2019



## 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.

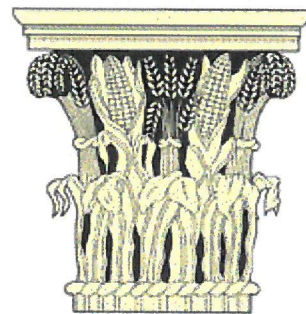
17. Unless otherwise provided, the covenants and restrictions set forth above shall run in perpetuity.

The Secretary of the Interior's Standards for Rehabilitation

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, COUNTY OF WAYNE  
AND WNB LANDLORD, LLC

**AGREEMENT**

This Agreement ("Agreement") is entered into effective as of February 25, 2019 (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) apartments and twelve thousand (12,000) square feet of commercial space affecting over sixty-eight thousand (68,000) square feet of valuable historic buildings in the City of Goldsboro, North Carolina (the "Project"), as further described in Section I.A. of this Agreement; and

WHEREAS, the City 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) apartment units and the creation of at least twelve thousand (12,000) square feet of commercial space, affecting approximately sixty eight thousand (68,000) square feet of historic square footage in downtown 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.

<b>COUNTY</b>	<b>Year 1 to 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
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%

<b>CITY</b>	<b>Year 1 to 5</b>	<b>Year 6</b>	<b>Year 7</b>	<b>Year 8</b>	<b>Year 9</b>	<b>Year 10</b>
Assessed Valuation for applicable Tax	0.0065 X 90%	0.0065 X 75%	0.0065 X 60%	0.0065 X 45%	0.0065 X 30%	0.0065 X 15%

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 County and/or their 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 each of an antenna(s) and related equipment for future use by City and/or County. Said antenna and/or equipment shall be used for any purpose deemed appropriate by City and/or County 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 and/or County within thirty (30) days of a reasonable request for placement of an antenna(s) and related equipment on said rooftop shall constitute a waiver of City's and County's requirement to obtain such consent. Prior to installation,

City or County 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 County, or their designee, reasonable access for routine maintenance of all equipment and for the replacement of said antenna and/or equipment. City and County, or their 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, County, and Company agree to engage in good faith negotiations for an extension, at City's and County'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 and County 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, 10<sup>th</sup> 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.

***[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  
Patrick Reilly, Managing Member

Date: 3/25/2019

**CITY:**

**CITY OF GOLDSBORO**




By:   
Melissa Corser, City Clerk

By:   
Chuck Allen, Mayor

Date: 2/18/2019

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: 2/18/2019



COUNTY:

COUNTY OF WAYNE



By: Carol Bowden  
Name: Carol Bowden  
Title: Clerk to the Board

By: A. Joe Gurley III  
A. Joe Gurley III, Chairman County  
Commissioners

Date: 3-6-19

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

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

Date: 3-6-19

## 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.

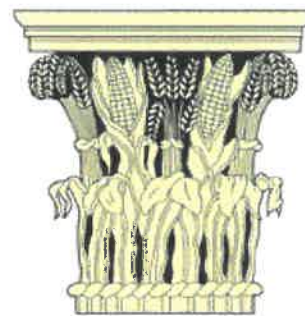
16. In the event of a violation of these Covenants, the City may enforce the remedies set forth herein and pursue all legal and equitable remedies, including injunctive relief, specific performance, and damages. No failure on the part of the City to enforce any covenant or restriction herein nor the 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.

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 6, 2020

**SUBJECT:** Amending Chapter 32, Section 32.311 Mayors Committee for Persons with Disabilities of the Code of Ordinances of the City of Goldsboro

**BACKGROUND:** The City of Goldsboro recognizes and values the importance of citizen participation in local government. The City utilizes boards and commissions as a mechanism to engage citizens in the democratic process. The Mayor's Committee for Persons with Disabilities membership is currently composed of 30 members.

**DISCUSSION:** At the Mayor's Committee for Persons with Disabilities meeting on December 19, 2019, members requested the city manager ask Council to reduce the number of members to 15 in order to have a quorum of members and active participation.

**RECOMMENDATION:** Staff recommends Council consider adopting the following entitled Ordinance amending Chapter 32, Section 32.311 Mayors Committee for Persons with Disabilities of the Code of Ordinances changing the membership from 30 members to 15 members.

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

\_\_\_\_\_  
City Clerk

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

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

ORDINANCE NO. 2020 - \_\_\_\_

AN ORDINANCE AMENDING CHAPTER 32 BOARDS, COMMISSIONS AND DEPARTMENTS  
OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, the City of Goldsboro recognizes and values the importance of citizen participation in local government; and

WHEREAS, the City of Goldsboro utilizes volunteer boards and commissions as a mechanism to engage citizens in the democratic process; and

WHEREAS, In an effort to make the various boards and commissions more centralized and have similar structure, staff recommended creating a new section in Chapter 32 that includes a reference to a General Rules of Order Policy for Boards and Commissions and a Conflict of Interest Policy Statement to replace the following:

- 32.060 – 32.064 Advisory Commission for Community Development
- 32.105 – 32.110 Appearance Commission
- 32.125 – 32.127 Historic Commission
- 32.155 – 32.167 Community Affairs Commission
- 32.180 – 32.193 Youth Council
- 32.200 – 32.211 Mayors Committee for Persons with Disabilities
- 97.30 Parks and Recreation Advisory Committee
- 97.32 Municipal Golf Course Committee

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, Chapter 32 be amended as mentioned above and as follows:

Chapter 32

Section 32:300

**32.300 Boards and Commissions Purpose Statement.** The City Council of the City of Goldsboro recognizes and values the importance of citizen participation in local government and strives to select citizens from the entire community to serve on boards and commissions taking into consideration gender, race and residence on a geographical basis. The City of Goldsboro utilizes volunteer boards as a mechanism to engage citizens in the democratic process. The primary responsibility of these boards is to provide advice to the city council from a citizen perspective.

**32.301 General provisions.**

(A) Definitions.

1. Board. For the purposes of this article, the word "board" shall mean and include any board, commission, committee, agency or similar group made up in whole or in part of nonelected appointees of the city council, whether established by general statute, charter, ordinance, resolution, motion or otherwise. Notwithstanding the preceding, for special committees, task forces and the like, this Article shall apply only as appropriate, and the mayor shall have appointment responsibility as provided in the City of Goldsboro's Code of Ordinances Chapter 30 Section 30.01.

2. Board Year. Board year shall mean a 12-month time period beginning with the term effective date.

**32.302 Membership, general.**

(A) Membership eligibility and appointment process. In order to be eligible for appointment to a board, a person must be 18 years of age or older and a City of Goldsboro resident for the duration of the appointment term, unless otherwise provided by law or ordinance, and must file an application on a form provided by the city clerk. Unless otherwise directed, or unless otherwise explicitly provided for elsewhere in this Code, all appointments to all boards, shall be made by the council as a whole. Unless otherwise directed, no person shall serve on more than one board at the same time.

(B) Unexpired terms. The council intends to make appointments to fill unexpired portions of terms created by vacancies, as expeditiously as possible. Further, the council recognizes that the urgency of filling such vacancies may vary depending upon the circumstances of the vacancy.

(C) Removal. All members of all boards shall serve at the pleasure of the city council, regardless of the terms for which appointed, and the city council may in its discretion, at any time, remove any members of any board for any reason, including inefficiency, neglect of duty, or malfeasance in office.

(D) Resignations. If a member concludes that he or she will have difficulty fulfilling the volunteer commitment, the member may voluntarily resign from the board. Notice should be communicated in writing to the city clerk's office. Members who have been removed from a board or who have resigned prior to completion of their term shall disclose such fact in any subsequent application for board appointment.

**32.303 Election of Officers.** The Board shall elect a chairperson and vice chairperson and such other officers as it may deem proper. The term of the chairperson shall be one year, with eligibility for reelection.

**32.304 Terms of office.** The terms of office of members of all boards appointed by the city council shall be three years unless otherwise provided by law or ordinance or unless a vacancy is being filled, in which case a term may be one, two, or three years, depending on the remainder of the term. Terms on all boards shall be staggered, with the terms of approximately one-third of the membership expiring each year to ensure there is always one or more members with experience on each board. All terms shall begin on January 1 following appointment. A person shall normally serve no more than two consecutive full terms on the same board. A member may continue to serve until his successor is duly named and qualified or unless he resigns.

**32.305 Conflicts of interest.** All board members shall read and be familiar with such laws, policies and guidelines as may be in effect from time to time concerning ethics and conflicts of interest for city advisory boards and commissions and shall sign such policies and guidelines of the city as required by their terms. Refer to state law and Conflict of Interest Policy Statement as revised from time to time in accordance with council practices and procedures, for the conflict of interest guidelines that apply to boards.

**32.306 Attendance at board meetings.** Although recognizing and appreciating the fact that members of the boards are generally citizen volunteers, the city council deems it essential that members of all city boards attend meetings regularly for the prompt and efficient transaction of city affairs. The staff liaison of each board shall maintain attendance records, including attendance at regular meetings, work sessions and all special called meetings. (Attendance addressed in General Rules of Procedure Policy.)

**32.307 Meetings.** All boards shall meet as often as necessary to conduct the business before it. All meetings and hearings of all boards shall be subject to the open meetings law.

**32.308 Quorum.** A quorum shall consist of a majority of the total voting membership plus one, excluding vacant seats.

**32.309 Rules and records.** All Boards should adhere to General Rules of Order Policy, as amended from time to time in accordance with council practices and procedures. Each board shall keep minutes of its proceedings and discussions, showing the vote of each member upon every question, or a member's absence or failure to vote, and shall keep records of its resolutions, findings, recommendations, and other official actions.

**32.310 Cooperation with others.** All boards shall cooperate in all respects with other city boards, city officials and employees.

**32.311 Annual reports.** Unless otherwise required by North Carolina Law, Charter or City Code, advisory boards may make full and complete reports to the city council annually or at such times as they are requested to do so.

**32.312-32.319 Reserved**

### **32.320 Commission on Community Relations and Development**

(A) Purpose and duties. The purpose and duties of the Commission on Community Relations and Development shall be to act as an advisory body to the Director and City Council to enhance community harmony and promote awareness of Goldsboro's growing multiculturalism by facilitating community dialogue and meetings, and coordinating resident and organizational coalitions to address community issues and concerns. The Commission on Community Relations and Development will also serve as a citizen input mechanism for the community and in an advisory capacity to the City for community development administered programs funded through Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) grant funds.

(B) Membership and Qualifications. The Commission on Community Relations and Development shall consist of eleven (11) members who shall be citizens and residents of the City of Goldsboro or within the one-mile jurisdiction of the city. Where possible, appointments shall be made in a manner as to maintain on the Commission at all times at least one third of members be low-to-moderate-income persons. The goal is that these eleven (11) members for which at least one third of the membership are low-to-moderate income persons will represent the diverse social, economic, gender, sexual orientation, ability, religious affiliations, racial and ethnic composition of the City.

(C) Staff services. The Community Relations Department shall supply staff and technical services for the Commission on Community Relations and Development.

### **32.321 Mayor's Committee for Persons with Disabilities**

(A) Purpose and duties. The purpose and duties of the Mayors Committee for Persons with Disabilities shall be to:

1. Plan, conduct, and publicize activities designed to promote employment and well-being of people with disabilities.
2. Cooperate with community agencies and organizations in securing employment acceptance of people with disabilities.
3. Stimulate community interest in furthering employment of people with disabilities by securing active cooperation and support from employers, employees, community groups, and the general public.
4. Conduct specific activities of the Governor's Advocacy Council for Persons with Disabilities, the President's Committee on Employment of People with Disabilities and promote special events such as the Annual National Employ the Handicapped Week and Disability Awareness Week.
5. Promote the establishment and improvement of rehabilitation and recreational facilities and programs.
6. Identify barriers that hinder the mobility of the disabled.
7. Support and promote appropriate legislation advocating issues of interest for people with disabilities.
8. Advise the City Council about the goals, recommendations, and activities of the Committee.

(B) Membership; appointment. The Mayor's Committee for Persons with Disabilities shall be composed of ~~30~~ 15 members. Members of the committee shall be recommended by local government, private/community organizations, by other committee members, or by personal request.

(C) Staff services. The Community Relations Department shall supply staff and technical services for the Mayor's Committee for Persons with Disabilities.

### **32.322 Mayor's Youth Council**

(A) Purpose and duties. The purpose of the Youth Council shall be to:

1. Offer an organization through which the youth of our community may benefit both themselves and their community.
2. Provide equal opportunity for each young person to assume responsibility with the adults of the community.

3. Serve as a means for young people to practice democracy in order to better prepare themselves for later responsibilities as citizens and serve as a line of communication between the youth and the adults of our community.

4. Initiate programs and projects that are of benefit to the youth and to our community.

5. Constructively channel the enthusiasm of the young people of the city.

(B) Membership; Appointment; Term. The Goldsboro Youth Council shall be composed of 30 high school students, to be drawn from the public and private high schools in Wayne County. The principal of each school shall determine the method for nominating his or her school's student representatives. The final selection of representatives shall be the responsibility of the Advisor, based upon established criteria. The term of office shall be for a period of one year, and each Youth Council member will continue to serve until his successor has been selected.

(C) Coordinator. The Coordinator for the Goldsboro Youth Council shall be an employee of the city appointed by the City Manager. The Coordinator for the Youth Council shall serve as an ex-officio member of the Youth Council acting as a liaison between the City Manager, City Council and the Youth Council. The Coordinator shall submit to the Youth Council such plans, programs and recommendations that fall within the purpose and duties of the Council.

(D) General Assembly Membership. The general assembly will consist of representatives from community youth groups. The number will be based on the sizes of the groups. Its purpose is to serve as a line of communication between the youth organizations and to discuss, investigate and vote on proposals as they affect the youth population.

(E) Staff services. The Community Relations Department shall supply staff and technical services for the Mayor's Youth Council.

### **32.323 Goldsboro Municipal Golf Course**

(A) Purpose and duties. The Municipal Golf Course Committee shall:

1. Recommend ways to improve and enhance the quality of customer service and overall appearance of the golf course;

2. Review club house operations and overall maintenance and upkeep of the golf course.

(B) Membership; appointment. The Municipal Golf Course Committee shall be composed of seven members. Any resident living within the city, within the one-mile jurisdiction of the city or outside the city and the one-mile, but within Wayne County, is eligible to serve as a member of the Committee.

(C) Staff services. The Parks and Recreation Department shall supply staff and technical services for the Goldsboro Municipal Golf Course.

### **32.324 Parks and Recreation Advisory Commission**

(A) Purpose and duties. The Commission shall serve as a citizen advisory commission to the City Council, City Manager and Parks and Recreation Department. The advisory commission may recommend and propose to the City Council, City Manager and Parks and Recreation Department any matter relating to recreational policies, programs, operational procedures, park development, facility planning, maintenance, budget preparation, the need for additional personnel, the acquisition and disposition of lands, and properties related to such recreation programs, and such other matters as the Parks and Recreation Director shall find advisable or essential to receive consideration by the Commission and such other matters as may be requested by any Council member..

(B) Membership; appointment. The Goldsboro Parks and Recreation Advisory Commission shall be composed of 11 members. One member shall be a high school student with a term of one year. Any resident of the city is eligible to serve as a member of the Commission.

(C) Staff services. The Director of the Parks and Recreation Department or his designee shall serve as Secretary to this body.

### **32.325 Planning Commission**

(A) Purpose and duties. As the body charged with Comprehensive Planning, the Planning Commission may:

1. Make studies of areas within the City and its extraterritorial jurisdiction;
2. Determine the goals and objectives relating to growth, development and/or redevelopment of these areas;
3. Prepare plans for achieving the goals and objectives; and
4. Develop and recommend policies, ordinances, administrative procedures to carry out the plans.

As an advisory body to the City Council, the Planning Commission may make recommendations concerning:

1. Proposed official zoning map and Unified Development Ordinance changes;
2. Proposed rezonings, conditional district rezonings, conditional use permits and the master plans of planned unit development districts (PUD);
3. The location, character and extent of public improvements and the acquisition of land;
4. The landscape design of parks, streets, recreation areas, public buildings and other local developments;
5. Street names and street name changes;
6. New development proposals, including site plans, subdivision plans and preliminary plats; and
7. Other matters as desired by the Development Services Director, directed by the Council or other governing Board or initiated by a Commission member.

(B) Membership. A Planning Commission for the City of Goldsboro is hereby created. The Goldsboro Planning Commission shall consist of seven members. Five members appointed by the City Council shall reside within the City and two members appointed by the Wayne County Commissioners shall reside within the extraterritorial planning area of the City. If the Wayne County Commissioners fail to make this appointment within ninety days after receiving a resolution notifying them of a vacancy from the City Council, the City Council may make the appointments. The extraterritorial members shall have the same rights, privileges and duties as City members of the Commission. Extraterritorial members are required to vote on each question, regardless of whether the matter at issue arises from within the City or within the extraterritorial planning area. If an in-City member moves outside of the City limits or if an extraterritorial area member moves outside of that jurisdiction, that shall constitute a resignation from the Planning Commission, effective upon the date a replacement is appointed.

(C) Statutory Powers. The Planning Commission may exercise any and all powers prescribed by state law and shall perform duties directed by the City Council that are consistent with said law.

(D) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

### **32.326 Board of Adjustment**

(A) Purpose and duties. The Board of Adjustment shall have the following powers and duties:

1. Appeal of administrative decisions. – To hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Zoning Administrator, any Enforcement Officer or Watershed Administrator in the interpretation of the requirements of this Ordinance.
2. Special uses – To hear and decide only such special uses as the Board is authorized to pass on by the terms of this Ordinance.
3. Variances – To grant variances in accordance with state law and where assigned by this Ordinance.
4. Interpretation -To interpret the location of lines on the official Zoning Map or Zoning Ordinance text requirements where the map or text appears to be unclear.



5. Conditions of approval – In granting any special use permit or variance the Board may prescribe additional requirements and safeguards to insure the purpose of this Ordinance.

6. To approve alternate landscaping plans when a strict application of the Ordinance requirements would result in an unreasonable or impractical solution or situation. Approval shall be consistent with the intent and purpose of the landscaping requirements of this Ordinance. This provision shall not apply to landscape plans that require City Council approval.

(B) Membership. A Board of Adjustment for the City of Goldsboro is hereby created. The Goldsboro Board of Adjustment shall consist of seven regular members and two alternate members. Five members appointed by the City Council shall reside within the City and two members appointed by the County Commissioners shall reside within the extraterritorial planning area of the City. The Planning Commission shall serve as the Board of Adjustment. The Planning Commission shall follow the rules of procedure established by the Board of Adjustment when operating in this capacity.

(C) Meetings. The Board of Adjustment shall establish a regular meeting schedule. All meetings shall be conducted in accordance with the quasi-judicial procedures set forth in Section 3.2. All meetings of the Board shall be open to the public and whenever feasible the agenda for each Board meeting shall be made available in advance of the meeting.

(D) Voting. The concurring vote of four-fifths of the regular Board membership shall be necessary to reverse any order, requirement, decision or determination of the Administrator, to find in favor of the applicant on the issuance of special use permits, to interpret imprecise Ordinance text or zoning district boundaries and to grant a variance or any matter upon which the Board is required to pass under this Ordinance. However, the four-fifths majority vote means four-fifths of the entire Board, not just four-fifths of those present. For example, in the case of Goldsboro's seven member Board, if one member is absent and there are no alternate members to take the place of the absent member, a unanimous six votes would be required to obtain the necessary four-fifths majority. (Six being the first whole number to exceed four-fifths (0.80) of the entire Board). If alternate members are present, they may vote in place of any absent member.

All other actions of the Board shall be taken by majority vote, a quorum being present.

(E) Records. The Board of Adjustment shall keep a public record of its resolutions, transactions, findings and determinations. Final disposition of all cases considered by the Board shall be by written order with the findings of fact stated and the reasons therefore, all of which shall be a matter of public record.

(F) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

### **32.327 – (Reserved)**

### **32.328 Goldsboro Historic District Commission**

(A) Purpose and duties. The purpose and duties of the Commission include:

1. Project approvals – To review and act upon the appropriateness of proposals for alterations, demolitions or new construction within historic districts or to historic landmarks;
2. Historic resources inventory – To undertake an inventory of properties of historical, prehistorical, architectural and/or cultural significance;
3. Historic district and landmark designation – To recommend to the City Council areas to be designated by ordinance as "Historic Districts"; and individual structures, buildings, sites, area or objects to be designated by ordinance as "Landmarks;"
4. Historic property acquisition – To acquire by any lawful means the fee or any lesser included interest, including the option to purchase properties within an established district or any property designated as a landmark;
5. Negotiation – To negotiate at any time with the owner of a building, site, area or object for its acquisition or preservation;

6. Historic property protection – To restore, preserve and operate historic properties;
7. Revocation of designation – To recommend to the City Council that the designation of any area as a historic district or part thereof, or designation of any building, structure, site, area or object as a landmark, be revoked or removed for cause;
8. Public outreach – To conduct an educational program with respect to historic properties and districts within its jurisdiction;
9. Intergovernmental partnerships - To cooperate with state, federal and local governments in pursuance of purposes of this part. The City Council may authorize the Commission to contract with state and federal governments or any agency of either, or with any other organization provided the terms are not inconsistent with state and federal law;
10. Comprehensive Planning – To prepare and recommend the official adoption of a preservation element of the City’s Comprehensive Plan.

B) Membership. A Historic Preservation Commission, known in this Section as the “Commission,” for the City of Goldsboro is hereby created. The Commission shall consist of seven regular members, two alternate members and two ex-officio members. The members at the time of appointment shall reside within the planning and zoning jurisdiction of the City. The members of the Commission shall be qualified by special interest, knowledge or training in such fields as architecture, construction or historic preservation. Alternate members, when acting on the commission, shall have all the same powers and duties as the member for which they substitute.

Two ex-officio members shall serve as follows:

1. The Mayor or one member of the City Council; and
2. An at-large member appointed by the City Council.

(C) Staff services. The Development Services Director or his designee shall serve as Secretary to this body.

This Ordinance shall be in full force and effect from and after the 6<sup>th</sup> day of January, 2020.

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Mayor

Attested by:

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City Clerk

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
JANUARY 6, 2020 COUNCIL MEETING

SUBJECT: Advisory Board and Commission Appointments

BACKGROUND: There are currently several vacancies on Advisory Boards and Commissions. Citizen involvement is vital to the performance of City government. It is necessary that additional appointments be made in an effort to fill these vacancies.

DISCUSSION: Recommendations for appointments were requested from the respective Boards and Commissions. Applications were also solicited from the public at large.

The City Council met during the Work Session on December 16, 2019, to review vacancies and applications received to fill the current vacancies. With these appointments, one vacancy on the Goldsboro Municipal Golf Course Committee and one vacancy on the Local Firefighters Relief Fund Board of Trustees remain.

It is also customary for the City of Goldsboro to express its appreciation by Resolution to those members whose terms have expired, who have moved or resigned.

RECOMMENDATION: By motion, Council adopt the attached Resolutions:

1. Appointing members to various Advisory Boards and Commissions in the City of Goldsboro.
2. Commending those individuals whose terms have expired, who have moved or resigned.

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

\_\_\_\_\_  
Melissa Capps, City Clerk

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

\_\_\_\_\_  
Tim Salmon, City Manager

RESOLUTION NO. 2020- \_\_\_\_\_

RESOLUTION APPOINTING MEMBERS AND ADJUSTING TERMS  
TO ADVISORY BOARDS AND COMMISSIONS

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

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

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

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

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

**Goldsboro Municipal Golf Course**

**Second Term Appointee**

Gina Price	Term Expires	12-31-22
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**Parks and Recreation Advisory Commission**

**First Term Appointees**

Larry Gerrard	Term Expires	12-31-22
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**Filling an Unexpired Term**

Tiani Hinnant (Student Member)	Term Expires	3-31-20
Stephanie Brown	Term Expires	12-31-20
Kelvin Stallings	Term Expires	12-31-20
Glenda Creech	Term Expires	12-31-21

**Second Term Appointees**

George Cogdell	Term Expires	12-31-22
Danielle Baptiste	Term Expires	12-31-22

**Mayor's Committee for Persons with Disabilities**

**First Term Appointees**

Wanda Becton	Term Expires	12-31-22
Candra Hill	Term Expires	12-31-22
Ayisha Razzak-Ellis	Term Expires	12-31-22
Donna Countryman	Term Expires	12-31-22
Andrea Thomas	Term Expires	12-31-22
Kelly Alves	Term Expires	12-31-22

**Second Term Appointee**

Doug Seymour	Term Expires	12-31-22
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**Goldsboro Travel and Tourism Advisory Council**

**Term extended to match County Tourism Board**

Mary Ann Dudley	Term Expires	12-31-20
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First Term Appointee  
Elba Gutierrez

Term Expires 12-31-22

2. This Resolution shall be in full force and effect from and after this 6<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Mayor Pro Tem

Attested by:

\_\_\_\_\_  
City Clerk

RESOLUTION NO. 2020 - \_\_\_\_\_

RESOLUTION COMMENDING INDIVIDUALS WHO HAVE SERVED ON VARIOUS  
ADVISORY BOARDS AND COMMISSIONS OF THE CITY OF GOLDSBORO AND  
DIRECTING THE MAYOR ON BEHALF OF THE CITY COUNCIL TO PRESENT THE  
INDIVIDUALS WITH A CERTIFICATE OF APPRECIATION

WHEREAS, citizen participation is vital to responsible government; and

WHEREAS, the following individuals have served the local citizenry by their service upon  
the advisory Boards and Commissions of the City of Goldsboro; and

WHEREAS, the Mayor and City Council wish to commend these civic-minded citizens for  
their voluntary contributions to the City of Goldsboro.

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

1. The following individuals are recognized for their service on the City's advisory Boards  
and Commissions and are commended for their contributions to the operation of  
Goldsboro's municipal government:

Commission on Community Relations and Development

Neil Shipman

Tracy Grimes

Steven Taylor

Mayor's Committee for Persons with Disabilities

Patricia Brewer

Kenneth McNeese

Bob Dively

Shirlene Cox

Stephen Taylor

Robert Taylor

Sabrina Shivar

Wendi Batts

Kristy Brinson

Traci Carraway

Evelyn Paul

Krystal Scott

Susie Howell

Dee Foss

Joann Parks

Goldsboro Historic District Commission

Judith McMillan

Goldsboro Parks and Recreation Advisory Commission

Khalil Cobb

Carl Martin

John Falkenstein

Kim Tovar  
Jazmine Stephens  
Gregory Hawkins

Goldsboro Municipal Golf Course Committee  
Douglas Safford

Goldsboro Planning Commission  
Ed Swindell

Local Firefighters Relief Fund  
Charles Gentry

2. The Mayor of the City of Goldsboro is hereby directed to present to each of these individuals a Certificate of Appreciation for their civic contributions.
3. These Certificates are to be presented at the next regularly scheduled meeting of the various Boards and Commissions or as close to that meeting date as possible.
4. This Resolution shall be in full force and effect from and after this 6<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Mayor Pro Tem

Attested by:

\_\_\_\_\_  
City Clerk