GOLDSBORO CITY COUNCIL REGULAR MEETING AGENDA MONDAY, MAY 6, 2024



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

WORK SESSION-5:00 P.M. - LARGE CONF. RM, CITY HALL ADDITION, 200 N. CENTER ST., ROOM 206

- 1. ROLL CALL
- 2. ADOPTION OF THE AGENDA
- 3. OLD BUSINESS
 - a. Seymour Johnson Legislative and Consulting Update (Mayor)
 - b. Municipal Service District Parking Discussion
 - c. Special Event Street Closure Policy Discussion

4. NEW BUSINESS

d. FY24-25 Budget Update/Set Budget Work Sessions (Interim City Manager)

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

Invocation (Father David Wyly) Pledge of Allegiance

III. **ROLL CALL**

IV. APPROVAL OF MINUTES

A. Minutes of the Work Session and Regular Meeting of April 15, 2024

PRESENTATIONS V.

- B. Employee Performance Awards
- C. Tourette Syndrome Awareness Month Proclamation
- D. Mr. Milas Dorsey Kelly, Jr. Memorial Proclamation
- E. Dillard/Goldsboro Alumni and Friends, Inc. Proclamation

VI. **CEREMONIAL DOCUMENTS**

- F. Military Appreciation Month Proclamation
- G. Peace Officers' Memorial Day (National Police Week) Proclamation
- H. Mental Health Month Proclamation

VII. **PUBLIC HEARINGS**

Removed I. Adoption of an Ordinance Amending Chapter 53: Water and Sewer Systems of the City of Goldsboro's Code of Ordinances (City Manager's Office)

VIII. **PUBLIC COMMENT PERIOD**

IX. **CONSENT AGENDA ITEMS**

- J. FY2024-2025 Annual Action Plan Final for Approval (Community Relations)
- K. Approval of Resolution to Request Grant Funding through the Office of Local Defense Community Corporation (OLDCC) and Authorizing the City's 10% Participation in the Project Cost (Engineering)
- L. Authorization of sale of jointly owned property for 811 N. Virgina Street (Community Technical Assistance, Inc.) (Finance)
- M. Authorization of sale of jointly owned property for 1007 N. John Street (Community Technical Assistance, Inc.) (Finance)
- N. Authorization of sale of jointly owned property for 1310 N. Carolina Street (Community Technical Assistance, Inc.) (Finance)
- O. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 114 S. Slocumb Street to TWB Property Services, Inc. (Finance)

- P. Amending a Special Revenue Fund Ordinance Fire Other Restricted Revenue Funds (F3110) (Finance)
- Q. Amending a Special Revenue Fund Ordinance Police Other Restricted Revenue Funds (P3104) (Finance)
- R. Amending the Parks & Recreation Special Revenue Fund Ordinance (G1107) (Finance)
- S. Establishing a Grant Project Fund Ordinance Big Ditch Restoration (S1109) (Finance)
- T. Amending a Grant Project Fund Ordinance American Rescue Plan Act of 2021 (R1107) (Finance)
- U. Donation of used holsters to Wayne Community College Basic Law Enforcement Training (Finance)
- V. Agreement Addendum for Financial Advisory Services (Finance)
- W. Resolution authorizing City officials to execute a memo of understanding with the Housing Authority of the City of Goldsboro for the use of the city fuel pumps (Finance)
- X. SET PUBLIC HEARING Non-Contiguous (Satellite) Annexation Petition Mallard Oil Company Corner of N. US 117 Hwy. and Tommys Rd. (Planning)
- Y. Request authorization to purchase a Ford F-150 Pickup Truck (Public Works)
- Z. Request authorization to have a perimeter fence installed around the City's solid waste transfer station (Public Works)
- AA. Resolution Approving a Lease Agreement for the Travel and Tourism Department (Travel and Tourism)
- BB. Revision of the Lease and Resolution for Balanced Choice Cafe at the Goldsboro Golf Course and Event Center (City Clerk)
- CC. Creation of a Council Appointment Committee (City Clerk) Moved to Ind Action

X. ITEMS REQUIRING INDIVIDUAL ACTION

- DD. Amending Chapter 72: Stopping, Standing and Parking, of the City of Goldsboro's Code of Ordinances (Mayor)
- EE. Amending Chapter 75: Parking Schedules, of the City of Goldsboro's Code of Ordinances (Mayor)
- FF. Creating a Special Event and Street Closing Policy (Mayor)
- GG. 5K for 5p Temporary Street Closing (Police)
- HH.Dillard/Goldsboro Alumni Parade Temporary Street Closure (Police)
- II. Wayne County Crime Stoppers Caper Chase Temporary Street Closing (Police)
- XI. CITY MANAGER'S REPORT
- XII. MAYOR AND COUNCILMEMBERS' COMMENTS
- XIII. CLOSED SESSION
- XIV. ADJOURN

May 20th

MINUTES OF THE MEETING OF THE GOLDSBORO CITY COUNCIL APRIL 15, 2024

WORK SESSION

The City Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on April 15, 2024.

<u>Call to Order</u>. Mayor Gaylor called the meeting to order at 5:00 p.m.

Roll Call.

Present: Mayor Charles Gaylor, IV, Presiding

Mayor Pro Tem Brandi Matthews Councilwoman Hiawatha Jones Councilman Chris Boyette Councilwoman Jamie Taylor Councilwoman Beverly Weeks

Councilman Rod White

Also Present: Matthew Livingston, Interim City Manager

Ron Lawrence, City Attorney Holly Jones, Deputy City Clerk Laura Getz, City Clerk

Adoption of the Agenda. Mayor Gaylor requested to replace Item F, Goldsboro High School Men's Basketball Team Recognition Proclamation, with a Proclamation recognizing the Goldsboro High School Wrestling Team under Presentations; move Item S, Center Street Jam Concert Series – Temporary Street Closure and Item T, 5K for 5p – Temporary Street Closing, to Items Requiring Individual Action; and remove Item Z, ParkEast Economic Development Agreement from Items Requiring Individual Action. Upon motion of Councilman Boyette, seconded by Councilwoman Weeks, and unanimously carried, Council adopted the agenda as amended.

Old Business.

Work session item a. **Parking Update.** Mayor Gaylor asked Council to go back to their constituents, and if they had any edits, comments, or questions regarding the ordinance to contact him, Interim City Manager Matt Livingston, or City Clerk Laura Getz, so that a full proposal can be brought back to the first meeting in May.

Appointed Committee Reports.

Work session item b. **Goldsboro Mayor's Youth Council.** Gabriella Carrasquillo, Vice-Chair, thanked Council for allowing them to share what they have been doing over the last few months and presented Exhibit A.

Work session item c. Mayor's Committee for Persons with Disabilities. Wanda Becton, Chair, handed a letter out to Council and presented Exhibit B.

Councilwoman Weeks asked about how to donate to the playground and about the cost. Felicia Williams, Community Relations Director stated that donations could be made through the Community Relations Department, to the MCPD fund line for the playground, and that the playground must go through the formal bidding process. Councilwoman weeks also asked about the price of an adult changing table. Ms. Williams stated that Mayor Pro Tem Matthews had assisted with getting those quotes. Ms. Becton thanked Council for the opportunity to share what the committee has been up to.

New Business

Work session item d. **Jamz Out Juneteenth Event and Request.** Liza Govan and Kariana Taylor, Curtis Media Group, presented Exhibit C. Mayor Gaylor informed Council that the support funds were already budget in Community Relations and were not coming from Fund Balance.

Councilman Boyette made a motion to sponsor the event as presented. The motion was seconded by Councilwoman Jones. Councilwoman Matthews stated that she was in full support of Juneteenth, but felt this vote should not be made until the discussion on street closings was finished since the event was presented with the street closing. Councilman Boyette withdrew his motion.

Councilwoman Jones made a motion to financially support the event at a \$1,500 cash and \$4,500 in kind contribution as outlined in the presentation. The motion was seconded by Councilman Boyette. Council briefly discussed the item. The motion passed unanimously.

Work session item e. **Stormwater Control Measures Cost Increase.** Jonathan Perry, Engineering Manager, presented Exhibit D. Council discussed the options presented, and agreed to take no action at this time. The Ordinance will be reviewed, and letters will be sent to owners of SCMs about their options.

Work session item f. **Update on the Lead and Copper Project.** Jonathan Perry, Engineering Manager, presented Exhibit E. Interim City Manager Livingston stated that the project is due to be completed in October, and we are ahead of other municipalities.

Work session item g. **Streets and Sidewalk Inventory Update.** Jonathan Perry, Engineering Manager, presented Exhibit F. Council discussed the difference in resurfacing versus rebuilding streets, how to get new sidewalks, how to report sidewalks that need repair, and if streets and sidewalks would be included in the budget this year.

Work session item h. Street Closing Policy Discussion. Mayor Gaylor stated that he has asked some of the department heads to work on a draft to get to Council, so it can be reviewed and voted on at the May 6 meeting. Mayor Pro Tem Matthews stated she is in support of street closures, but asked the Council to be mindful that a street closure was just denied due to a policy not being place and more street closures are coming before Council tonight.

Work session item i. **ParkEast Economic Development Agreement.** Mayor Gaylor shared that they are working on a policy concerning the partnership with the County and the future development of ParkEast.

Councilwoman Jones made comments on the recent deaths, the unhoused, and tent city, including the possible use of empty buildings in the Cherry Hospital area. She stated that they are our responsibility, we have to do something about them. She asked the community and churches to step up and help as well. Mayor Gaylor asked if she wanted to modify the agenda. Councilwoman Jones stated she wanted to hear what we are going to do and how we are going to address it. Mayor Gaylor stated he would invite the partners involved with the efforts around tent city to come discuss their work at the next meeting on May 6th, during the work session.

<u>Consent Agenda Review.</u> Items L-R and U were reviewed, the remaining Consent Agenda Items were reviewed during the Regular Meeting.

Item M. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 1006 N. Center **Street to Mr. Christopher Jones.** The item was presented by Catherine Gwynn, Finance Director.

Councilman Boyette made motion to accept the offer from Mr. Christopher Jones for 1006 N. Center Street. The motion was seconded by Councilwoman Taylor, and unanimously carried.

Mayor Gaylor recessed the meeting at 6:50 p.m.

CITY COUNCIL MEETING

The City Council of the City of Goldsboro, North Carolina, met in Regular Session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on April 15, 2024.

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

Father David Wyly provided the invocation. The Pledge of Allegiance followed.

Roll Call.

Present: Mayor Charles Gaylor, IV, Presiding

Mayor Pro Tem Brandi Matthews Councilwoman Hiawatha Jones Councilman Chris Boyette Councilwoman Jamie Taylor Councilwoman Beverly Weeks

Councilman Rod White

Also Present: Matthew Livingston, Interim City Manager

Ron Lawrence, City Attorney Holly Jones, Deputy City Clerk

Laura Getz, City Clerk

<u>Approval of Minutes.</u> Councilwoman Weeks made a motion to approve the Minutes of the Work Session and Regular Meeting of April 1, 2024. The motion was seconded by Councilwoman Taylor, and unanimously carried.

Presentations.

Item B. Goldsboro Toastmasters Anniversary Proclamation. Read by Councilwoman Jones: The Goldsboro City Council proclaimed April 2024 as GOLDSBORO TOASTMASTERS' ANNIVERSARY MONTH in Goldsboro, North Carolina and commend this observance to our citizens, and recognize the Toastmasters members for their continued service to the community.

Mayor Gaylor presented the proclamation to Henry Weil, President of Toastmasters, and Leslie Weil, Vice-President of Toastmasters. They thanked the Mayor and Council for the proclamation.

Item C. Administrative Professionals Week Proclamation. Read by Councilman Boyette: The Goldsboro City Council proclaimed the week of April 21-27, 2024 as ADMINISTRATIVE PROFESSIONALS WEEK in the City of Goldsboro and do hereby recognize and appreciate these administrative professionals and their valuable contributions in the workplace and support their continued professional growth. Mayor Gaylor presented the proclamation to Deputy City Clerk Holly Jones.

Item D. Small Business Week Proclamation. Read by Councilwoman Taylor: The Goldsboro City Council proclaimed, April 28 – May 4, 2024 as NATIONAL SMALL BUSINESS WEEK in Goldsboro, North Carolina, and

declares support for our small businesses, recognizes the innovations and contributions of small businesses, and urges the residents of our community to support small businesses and merchants during Small Business Week and throughout the year.

Mayor Gaylor presented the proclamation to Estebon Guzman, Director Small Business Center at Wayne Community College; Kimber L. Roche', DGDC-Merchant Committee Chair; and Scott Satterfield, President Wayne County Chamber of Commerce. Ms. Roche' introduced Ms. Evelyn Johnson and Ms. Chris Etheridge, Founders of Elite Fashions, which is celebrating 60 years of business in Historic Downtown Goldsboro.

Item E. National Volunteer Appreciation Week Proclamation. Read by Mayor Pro Tem Matthews: The Goldsboro City Council proclaimed the week of April 14-20, 2024 as NATIONAL VOLUNTEER APPRECIATION WEEK and urge all citizens to recognize and thank our volunteers across this country and within Goldsboro as we acknowledge the importance of our volunteers and take the time to officially thank them for all they do.

Mayor Gaylor presented the proclamation to Sherry Archibald, President of United Way of Wayne County Inc. She invited everyone to recognize volunteers at the Paramount Theater April 16th, 5:30-6:30 PM.

Item F. Goldsboro High School Wrestling Team Recognition Proclamation. Read by Interim City Manager Matt Livingston: The Goldsboro City Council proclaimed April 15, 2024, as a day of congratulations and recognition for the GOLDSBORO HIGH SCHOOL 2024 WRESTLING TEAM and the manner by which these young men and women exemplify the high standards expected of student athletes as they balance the demands of sports, academics, and leadership in the community. Cougar Pride!

Mayor Gaylor presented the proclamation to Coach James Sherrill and some of the team members. The Coach said all the members of the team were good wrestlers and good people, and that one day they would make Goldsboro High School the staple of wrestling as it used to be.

Ceremonial Documents.

Item G. National Day of Prayer Proclamation. Read by Councilwoman Weeks: The Goldsboro City Council proclaimed Thursday, May 2, 2024 as A NATIONAL DAY OF PRAYER in observance of the National Day of Prayer in the City of Goldsboro, North Carolina, and commend this observance to our citizens. Mayor Gaylor presented the proclamation to Father David Wyly.

Item H. Autism Awareness Month Proclamation. Read by Mayor Gaylor: The Goldsboro City Council proclaimed the month of April 2024 as AUTISM AWARENESS MONTH and encourages the community to join advocacy efforts and to learn more about autism to improve early diagnosis, to learn more about the experiences of autistic people from autistic people, and to build more welcoming and inclusive communities to support people with autism.

Public Hearings.

Item I. **FY2024-2025 Annual Action Plan/Public Hearing.** *Public Hearing Held.* The item was presented by Felecia Williams, Community Relations and Development Director. See Exhibit G.

The U.S. Department of Housing and Urban Development (HUD) has allocated \$361,561 in CDBG and \$293,636 in HOME funds to the City of Goldsboro for fiscal year (FY) 2024-2025 to develop viable communities by providing integrated approaches that provide decent housing, suitable living environments, and expand economic opportunities for persons of low- and moderate-income. In addition, there are prior year funds allocated to the City that remain available to support previously programmed and ongoing community development activities.

Due to the restrictive use of funds placed on the HOME program to focus on projects and/or activities designed exclusively to create affordable housing for low-income households, the City has historically each year carried over a substantial amount of prior years' HOME funds when it has not undertaken large development projects. Staff have developed plans and are currently working with interested developers to responsibly spend these funds in the upcoming fiscal year towards large affordable housing projects.

A draft copy of the 2024-2025 Annual Action Plan (AAP) was made available to the public on April 4, 2024 for a thirty (30) day public comment period that runs through May 5, 2024. A community public meeting was held on April 9, 2024, at the Housing Authority of the City of Goldsboro's Dupont Center, during the regular meeting of the Commission on Community Relations and Development, to discuss priorities and eligible activities. During this evening's regular meeting of the City Council, staff will provide the Council with a presentation highlighting proposed activities of the FY24-25 Annual Action Plan and open a public hearing to gather public input on the use of these federal funds. All public meetings and hearings, as well as the availability of the draft plan for public review and comment, were duly advertised in the Goldsboro News-Argus, as well as on the City's website and other local media outlets.

The 2024-2025 Annual Action Plan is the fifth year of implementing the 2020-2024 Five-Year Consolidated Plan.

Mayor Gaylor opened the public hearing. The following people spoke:

- 1. Phyllis Merritt-James, spoke about the need to streamline the application process to make it easier to help people, as well as building more parks and sidewalks.
- 2. Matt Whittle, Habitat for Humanity Executive Director, spoke about the Dr H. E. McNair Street project, and made suggestions for the use of funding. He also thanked Council for their support and all that they do.

No one else spoke and the public hearing was closed.

Staff recommended that Council consider the AAP public comments, direct any appropriate changes to the plan, and approve the plan at the May 6, 2024 Council meeting.

Before moving on, Mayor Gaylor asked City Attorney Ron Lawrence to briefly review what evidence could be considered for a Special Use Public Hearing. Attorney Lawrence reviewed the rules for Quasi-judicial hearings

Item J. SU-9-24 The Alamo (Billiard Hall / Place of Entertainment w/ ABC Permit). Public Hearing Held and Special Use Permit Approved. The item was presented by Mark Helmer, Planning Director, after being properly sworn in.

ADDRESS: 122 South Center Street.

PARCEL #: 2599859660

PROPERTY OWNER: Pacific Holding Company

APPLICANT: Noe Mejia Rivera

The applicant requests a Special Use Permit for outdoor seating at an existing Place of Entertainment with ABC Permit, located in the Central Business Zoning District. The Central Business District is established to maintain and strengthen the concentration of commercial, service, residential and institutional uses that serve the entire community and region. The district encourages a mix of high intensity pedestrian-oriented uses compatibly designed and arranged around the existing compact core.

According to the City's Unified Development Code, Place of Entertainment with ABC Permit is permitted only after obtaining a Special Use Permit from Goldsboro City Council. The UDO also requires that In the Central Business District that there are to be no more than two Places of Entertainment with ABC Permit per city block. This proposal satisfies this requirement.

Frontage: 40 feet

Zoning: Central Business District
Existing Use: Place of Entertainment

The City's Land Use Plan locates this parcel within the Mixed-Use Downtown land use designation. The City of Goldsboro Comprehensive Land Use Plan identifies the following goals related to the Mixed-Use Downtown designation and desired development for the downtown Goldsboro area. The plan indicates that infill development is an action that is essential to the continued development of Goldsboro, this proposal qualifies as being infill development. The plan also identifies a goal as being to focus on improvement of the downtown Goldsboro area.

The existing Place of Entertainment with ABC Permit is requesting an outdoor seating area to be located within the public right-of-way of South Center Street. The applicant has submitted a drawing showing general compliance with the Historic Preservation Design Guidelines. If City Council approves the request, the applicant will be required to secure a planning staff issued certificate of appropriateness prior to construction.

Hours of Operation

Monday -Wednesday 4PM – 12AM

• Thursday - Saturday: 12 Noon – 2AM

Employees: 6 to 8 total employees per evening.

Parking: No minimum off-street parking requirements.

Staff has not distributed this proposed special use permit to the technical review committee.

Staff is recommending a condition that the proposed outdoor seating area be designed and constructed in accordance with the Historic Preservation design guidelines for outdoor seating with ABC permits.

After the Public Hearing is closed, City Council shall enter into deliberation and vote on each of the four findings to determine whether or not the Special Use Permit shall be issued. See the worksheet for the four findings to be voted on and staffs comments related to each finding. Council does have the ability to continue the hearing or place conditions upon its approval as long as Council is able to conclude that evidence exists in the record to support the condition. Council shall sign the Order to Approve or Deny, that reflects the results of the hearing and deliberation at the April 15, 2024, City Council meeting.

Comments submitted from the Mayor, Council, and Mr. Helmer, are available for review on the City of Goldsboro's YouTube page, Facebook page, or a recording is available in the City Clerk's Office.

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

City Council entered into deliberation and voted on each of the four findings in order to determine whether or not the Special Use Permit should be issued.

- 1. Councilman Boyette made a motion that the use, including the conditions recommended by Planning staff, will not materially endanger the public health or safety. The motion was seconded by Councilwoman Taylor and unanimously approved.
- 2. Councilwoman Weeks made a motion that the use, including the conditions recommended by Planning staff, will not substantially injure the beneficial use of adjoining or abutting property. The motion was seconded by Councilman Boyette and unanimously approved.

- 3. Councilwoman Weeks made a motion that the use, including the conditions recommended by Planning staff, will be in harmony with existing development and uses within the area in which it is located. The motion was seconded by Councilwoman Taylor and unanimously approved.
- 4. Councilman Boyette made a motion that the use, including the conditions recommended by Planning staff, will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The motion was seconded by Councilwoman Weeks and unanimously approved.

Mayor Gaylor stated SU-09-24 is granted.

Item K. SU-10-24 Four Day Movement Inc. (Special Population Housing for More Than Six Unrelated Individuals). *Public Hearing Held and Special Use Permit Approved*. The item was presented by Mark E. Helmer, Planning Director, after being properly sworn in.

ADDRESS: 1019 Royall Avenue.

PARCEL #: 3509489519, 3509488474, 3509580526, 3509580465

OWNER: Four Day Movement Inc.

APPLICANT: Four Day Movement Inc.

The applicant requests a Special Use Permit to establish temporary supportive housing for the underprivileged, homeless, mentally challenged, and other at-risk members of the community. Four Day Movement Inc. is a 501 (C) (3) non-profit organization and is seeking approval to operate a facility at the former site of Woodard Retirement Village.

The proposed location is a multi-building facility with adequate access to all public utilities and services to include water, sewer, electric, police and fire protection. The property contains approximately 18 on-site parking spaces and two driveway access points to Royall Avenue.

The property is split zoned and located within an Office & Institutional 1 Zoning District and R-9 Residential Zoning District. The O&I-1 district is established to provide for the development of office and community institutions that have similar development characteristics and require locations close to residential and commercial uses. The district encourages the development of office and institutional uses that provide a step down in intensity between highly developed commercial districts and nearby neighborhoods.

The R-9 district is established to accommodate both single and multifamily residential uses and to prohibit all activities of a commercial nature, except certain home occupations.

In accordance with the City's Unified Development Code, Table 5.4 Permitted Uses, Special Population Housing for more than six unrelated individuals is a permitted use in both the O&I-1 and R-9 zoning district with a City Council issued Special Use permit. In accordance with 5.2.10 Special Population Standards. Special population housing residences shall not be located within one-quarter mile (1,320 ft.) of an existing special population housing residence as measured from property line to property line. There are no other no other active special population housing within 1,320 feet of the subject property.

The City's Future Land Use map identifies the subject properties parcel as being suitable for commercial uses. The comprehensive land use plan also describes the O&I-1 zoning district as Office/Institutional land uses (including High Density Residential) have been located primarily in areas that have already been developed or require buffering to prevent potential conflicting land uses.

According to the Unified Development Ordinance, a Special Use Permit is required to establish a Special Population Housing facility for more than six unrelated individuals. If the Special Use is approved, the use will be required to go through Site Plan review and comply with any applicable buffering and landscaping requirements listed in the City of Goldsboro Unified Development Ordinance.

The site plan for the existing site will be reviewed by the TRC once the applicant has secured a special use permit.

After the Public Hearing is closed, City Council shall enter into deliberation and vote on each of the four findings to determine whether or not the Special Use Permit shall be issued. See the worksheet for the four findings to be voted on and staffs comments related to each finding. Council shall sign the Order to Approve or Deny, that reflects the results of the hearing and deliberation at the April 15, 2024, City Council meeting.

Councilwoman Weeks asked for an example of a buffer. Mr. Helmer explained that the building was currently serving as a buffer, but they will look at the site plan to see where additional landscaping is needed if the special use permit is secured.

Comments submitted from the Mayor, Council, and Mr. Helmer, are available for review on the City of Goldsboro's YouTube page, Facebook page, or a recording is available in the City Clerk's Office.

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

City Council entered into deliberation and voted on each of the four findings in order to determine whether or not the Special Use Permit should be issued.

1. Councilwoman Jones made a motion that the use, including the conditions recommended by Planning staff, will not materially endanger the public health or safety. The motion was seconded by Councilwoman Weeks and unanimously approved.

- 2. Councilman Weeks made a motion that the use, including the conditions recommended by Planning staff, will not substantially injure the beneficial use of adjoining or abutting property. The motion was seconded by Councilwoman Jones and unanimously approved.
- 3. Councilwoman Jones made a motion that the use, including the conditions recommended by Planning staff, will be in harmony with existing development and uses within the area in which it is located. The motion was seconded by Councilman Boyette and unanimously approved.
- 4. Councilwoman Weeks made a motion that the use, including the conditions recommended by Planning staff, will be in general conformity with the City of Goldsboro Comprehensive Land Use Plan. The motion was seconded by Councilwoman Jones and unanimously approved.

Mayor Gaylor stated SU-10-24 is approved.

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

- 1. Peter Stewart, spoke about the excessive speeding on Thoroughfare Road, the fear of being hit by speeding vehicles, and his fear for children's safety.
- 2. Hildegard Fossett, spoke about survey results from the Market on Mulberry and presented Exhibit H.
- 3. Rodney Robinson, spoke about homelessness, and how many people do not know where to look or go to for help. He also raised complaints against the Goldsboro Housing Authority.

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

<u>Consent Agenda</u> – *Approved as Recommended*. Interim City Manager Matt Livingston 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. Councilwoman Weeks moved the items on the Consent Agenda, Items L-R and U-Y be approved. The motion was seconded by Councilman Boyette and a roll call vote resulted in all members voting in favor of the motion.

The items on the Consent Agenda were as follows:

Item L. Resolution – Donation of Personal Property to 501(C) Non-Profit, Wayne County Fireman's Association. *Resolution Adopted*. The item was presented by Catherine Gwynn, Finance Director.

The City of Goldsboro owns fire-fighting equipment that is surplus, and no longer needed by the city. This firefighting equipment consist of 1 ¾" Fire Hose that is standard double jacket high pressure fire hose. History has shown that there is little to no monetary value ever received by these items when sold on public auctions due to the fact that their use is not as common in today's fire service. We have replaced this dated hose with a new low pressure fire hose and seek to donate this older hose to the Wayne County Fireman's Association. The Wayne County Fireman's Association will then distribute it out to all the counties volunteer agencies for use.

General Statute 160A-280 establishes that a city may donate to a nonprofit organization that is incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment that the governing board deems to be surplus, obsolete, or unused.

Staff recommended that Council authorize the donation of surplus fire-fighting equipment to the 501(C) non-profit, Wayne County Fireman's Association. Council adopted the following entitled resolution. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

RESOULUTION NO. 2024-47 "RESOLUTION DECLARING SURPLUS AND DONATING FIRE EQUIPMENT"

Item M. Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset Bids for 1006 N. Center Street to Mr. Christopher Jones. *Resolution Adopted*. The item was presented by Catherine Gwynn, Finance Director.

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

The following offer has been received for the sale of surplus real property under Negotiated offer, advertisement, and upset bid process (G.S. §160A-266(a) (3))

1006 N. Center Street

Offeror: Christopher Jones

Offer: \$880.00

Bid Deposit: \$44.00

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

Parcel #: 55710 Pin #: 3600007869

Tax Value: \$1,760.00 Zoning: R-6

Staff recommended the Council accept the offer in order to start the upset bid process.

Staff recommended that the City Council, by motion, accept or reject offer on 1006 N. Center St from Mr. Christopher Jones, and if accepted, adopt the following entitled resolution authorizing Finance to advertise for upset bids. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

RESOLUTION NO. 2024-48 "RESOLUTION AUTHORIZING UPSET BID PROCESS"

Item N. Amending a Special Revenue Fund Ordinance – Edward Byrne Memorial Justice Assistance Grant (JAG) (P3102). *Ordinance Adopted*. The item was presented by Catherine Gwynn, Finance Director.

City Council authorized the creation of a special revenue fund for the Justice Assistance Grants (JAG) on June 17, 2019. The ordinance has been amended as needed to add new JAG awards.

The City of Goldsboro was awarded the following federal JAG grants from the U.S. Department of Justice Office of Justice Programs:

Grant Name	Project Budget	Project Spend
Prior JAG Awards	\$1,302.64	\$0.00
2017 JAG (2017-DJ-BX-0128)	\$44,985.00	\$44,942.19
2018 JAG (2018-DJ-BX-0075)	\$48,372.00	\$46,920.84
2019 JAG (2019-DJ-BX-00708)	\$47,003.00	\$42,435.19
2020 JAG (2020-H8399-NC-DJ)	\$34,766.00	\$30,381.72
2022 JAG (15PBJA-22-GG-02635-JAGX)	\$23,574.00	\$21,266.34
	Total Expended	\$185,946.28

At this time a budget amendment is required to deobligate the remaining unexpended funds to reflect final amounts received and expended so that these particular line item projects may be closed. Also, presented is an entry to close a JAG awards prior to 2019 in an amount of \$1,302.64 which was included in the original budget ordinance which we thought would be needed, but was not and had been accounted for in the General Fund. The fund remains open for current (2023 JAG) and future JAG awards.

Staff recommended that the following entitled Special Revenue Fund Ordinance for the Edward Byrne Memorial Justice Assistance Grant (JAG) (P3102) be amended for (\$14,056.36) for the prior 2019 JAG, 2017, 2018, 2019, 2020, and 2022 JAG Grants. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

ORDINANCE NO. 2024-10 "AN ORDINANCE AMENDING A SPECIAL REVENUE PROJECT FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) (P3102)"

Item O. Amending a Capital Projects Fund Ordinance – Parks & Recreation Capital Projects FY19-24 (G1104). *Ordinance Adopted*. The item was presented by Catherine Gwynn, Finance Director.

On June 17, 2019, City Council authorized the establishment of a capital project fund for various Parks & Recreation directed construction projects. The City received several charitable donations, grants, and sponsorships in which the donor/sponsor requested that the funds be spent on improvements at City owned Parks and Recreation facilities.

The current projects are as follows:

Project	Budget	Spent to Date	Remaining
			Budget
Multi-Sports Complex	\$330,500	\$211,270	\$119,230
All Inclusive Playground	\$5,550	\$0	\$5,550
GoWayneGo Projects	\$96,893	\$39,802	\$57,091
Southend Park Playground	\$200,000	\$0	\$200,000
Total	\$632,943	\$251,072	\$381,871

The timeframe of the project needs to be extended from FY19-FY24 to FY19-FY28 to allow sufficient time for the completion of the projects.

Staff recommended that City Council adopt the following entitled grant project ordinance amendment for the Parks & Recreation Projects FY19-28 (G1104) to extend the project life until June 30, 2028. *Consent Agenda Approval. Weeks/Boyette (7 Ayes).*

ORDINANCE NO. 2024-11 "AN ORDINANCE AMENDING THE CAPITAL PROJECT FUND FOR PARKS & RECREATION PROJECTS FY19-28 (G1104)"

Item P. Amending a Grant Project Fund Ordinance – FEMA Assistance to Firefighters Grant for Source Capture System Installation for Fire Stations 1, 2, 3 and 5 (EMW-2019-GF-0443) (R1104). *Ordinance Adopted*. The item was presented by Catherine Gwynn, Finance Director.

The City applied for the FEMA Assistance to Firefighters Grant for a Source Capture System for Fire Stations 1, 2, 3 and 5 in March 12, 2020 and received notification of award on July 24, 2020. Council accepted the award of

\$202,083.00 by resolution on August 17, 2020. The grant was spent to upfit the four stations with a vehicle exhaust removal system.

The project cost was approved at \$202,083.00, requiring a 10% local match of \$18,371.18 which was funded by the General Fund. The period of performance was July 31, 2020 through July 30, 2022.

The work was completed December, 2021 and the City received the required certificate of occupancy from the City Inspections department for all locations. FEMA just requested a formal grant close in FEMA GO, and the Fire Chief and the Finance Director have completed the necessary reporting and submitted the grant closure request int he FEMA portal to officially close the grant for the City. This was submitted on April 2, 2024. There are no additional funds that need to be appropriated for the FEMA Assistance to Firefighters Grant for Source Capture System Installation so the project may be formally closed by Council. The total project spend was \$202,083.00.

Staff recommended that the following entitled Grant Project Ordinance for the FEMA Assistance to Firefighters Grant for Source Capture System Installation for Fire Stations 1, 2, 3, and 5 (EMW-2019-GF-0443) (R1104) be closed. *Consent Agenda Approval. Weeks/Boyette (7 Ayes).*

ORDINANCE NO. 2024-12 "AN ORDINANCE AMENDING THE GRANT PROJECT FUND FOR THE FEMA ASSISTANCE TO FIREFIGHTERS GRANT FOR SOURCE CAPTURE SYSTEM INSTALLATION FOR FIRE STATIONS 1, 2, 3 AND 5 (EMW-2091-GF-0443) GRANT PROJECT FUND (R1104)"

Item Q. Amending Grant Project Fund for the Little Cherry Big Cherry Pump Station Relocation Out of Floodplain (CS370482-08) Capital Project Fund (S1106). Ordinance Adopted. The item was presented by Catherine Gwynn, Finance Director.

On March 1, 2021, the City received an intent to fund the Little Cherry Big Cherry Pump Station Relocation Out of Floodplain (CS370482-08) from the North Carolina Department of Environmental Quality in the amount of \$3,058,000. The loan was from the Additional Supplemental Appropriations for Disaster Relief Act of 2019 (ASADRA) and has a maximum interest rate of 0.10%. City council authorized the creation of a capital project fund on June 21, 2021 to appropriate funds for the project. A total of \$30,000 was spent on engineering fees in November, 2021.

In the spring of 2022, the expansion of the Mount Olive Pickle (MOPCO) facility was formulated which would encompass the Little Cherry Big Cherry Pump Station Relocation Out of Floodplain project. The entire MOPCO project was managed by the Wayne County Development Alliance through a memorandum of understanding with the City and the County execute in the fall of 2022. Since the project formally adopted under the capital project ordinance (S1106) was no longer needed, the loan was not accepted and there were no further expenditures in this project fund.

Staff recommended that the following entitled Project Budget Ordinance for the Little Cherry Big Cherry Pump Station Relocation Out of Floodplain (CS370482-08) Capital Project Fund be closed. *Consent Agenda Approval. Weeks/Boyette (7 Ayes).*

ORDINANCE NO. 2024-13 "AN ORDINANCE AMENDING THE GRANT PROJECT FUND FOR THE LITTLE CHERRY BIG CHERRY PUMP STATION RELOCATION OUT OF FLOODPLAIN (CS370482-08) CAPITAL PROJECT FUND (S1106)"

Item R. Resolution authorizing City officials to execute a memo of understanding with the Goldsboro Wayne Transportation Authority for the use of the city fuel pumps. Resolution Adopted. The item was presented by Catherine Gwynn, Finance Director.

The City has allowed the Goldsboro Wayne Transportation Authority (GWTA) access to use the city fuel pumps. The City bills the GWTA in arrears and charges the weighted average cost of the fuel plus a \$.05/per gallon administrative fee. City staff researched available city records and cannot find an agreement or memo of understanding for the use of the city fuel pumps. Staff has communicated with the GWTA and they do not have an agreement addressing the use of the city fuel pumps.

The Finance department through the Procurement division has been working on the conversion of the fuel tracking and billing since March, 2023. The transactions are currently monitored through the RTA system managed by Public Works Garage. When Finance took over the management of the fuel system and purchases last spring, one of the goals was to upgrade the fuel tracking and billing system to a cloud version to provide more detailed information and access to the user departments.

In the process of this upgrade to the hardware and software of the fuel tracking and billing, we became aware that there was no formal memo of understanding with the GWTA about the use of the city fuel system. We have worked with the Director Don Willis over the past six months to develop a mutually agreeable arrangement. Mr. Willis has provided the attached signed MOU.

The MOU defines the responsibilities of the City and the GWTA. It increases the administrative Fee from \$.05 per gallon to \$.09 per gallon. The fee will be allocated as \$.07 for capital maintenance of the fuel island and systems, and \$.02 for administrative and overhead costs related to the maintenance and upkeep of the system, software. There will be an internal service fund created with the FY25 budget to capture the activity of the fuel system and to ensure that the net equity accumulated in the fund for capital is kept separate from the General Fund.

Staff recommends that Council authorize the Interim City Manager and staff to execute the memorandum of understanding.

Staff recommended that the following entitled resolution be adopted by Council authorizing the Interim City Manager and staff to execute the memo of understanding between the City and the GWTA for the use of the city fuel system. *Consent Agenda Approval. Weeks/Boyette* (7 Ayes).

RESOLUTION NO. 2024-49 "A RESOLUTION TO AUTHORIZE THE INTERIM CITY MANAGER AND STAFF TO EXECUTE DOCUMENTS NECESSARY RELATED TO THE MEMO OF UNDERSTANDING WITH THE GOLDSBORO WAYNE TRANSPORTATION AUTHORITY FOR THE USE OF THE CITY FUEL SYSTEM"

Item U. Water Reclamation Facility (WRF) Expansion Recommendation. *Recommendation Approved.* The item was presented by Robert Sherman, Public Utilities Director.

A Request for Qualifications for Design/Build Teams was invited on 3/20/24 and re-invited for 4/1/24 due to insufficient responses to the first invite. The second publication satisfied procurement requirements. The City received submittals from the D/B teams of TA Loving/CDM Smith and Crowder Construction/Hazen & Sawyer. The evaluation committee members were tasked with reviewing each D/B team's Statement of Qualifications (SOQs). The committee then met on 4/4/24 to discuss each member's findings and select a suitable design/build team.

Both D/B teams presented comprehensive and competitive SOQs, showcasing their expertise and commitment to excellence. The evaluation committee selected Crowder Construction/Hazen & Sawyer as the D/B team for the project. The decision reflects a strategic choice to partner with a firm that have a proven track record of successful project delivery and stakeholder satisfaction.

Staff recommended that the City Council approve the selection of the Design/Build team of Crowder Construction/Hazen & Sawyer for the WRF expansion project based on the committee's overall evaluation of their demonstrated capabilities and collaborative approach. This decision aligns with the city's goals of ensuring the successful and timely completion of the project while maintaining a high standard of quality and efficiency. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

Item V. **State grant funding for WRF system upgrade.** *Resolution Adopted.* The item was presented by Robert Sherman, Public Utilities Director.

State grant funding is available twice a year to support Water and Sewer Projects. The City of Goldsboro Public Utilities Staff has recommended the Design Build team for the plant upgrade. They will be responsible for applying for state funding on behalf of the City of Goldsboro.

The Design Build team collaborates with and prepares applications for project funding from the North Carolina Division of Water Infrastructure (NC DWI) Clean Water State Revolving Fund (CWSRF) to facilitate the upgrade and expansion of the WRF.

Staff Recommended that the City Council adopt the following entitled resolution authorizing the Mayor and Interim City Manager to sign for NCDEQ DWI WRF plant upgrade Governance and Funding grant applications as well as the contractual agreements with the Design Build team for the WRF Plant upgrade. *Consent Agenda Approval. Weeks/Boyette* (7 Ayes).

RESOLUTION NO. 2024-50 "RESOLUTION OF STATE GRANT FUNDING FOR THE CITY OF GOLDSBORO'S WRF SYSTEM UPGRADE"

Item W. Proposal for CDM Smith to apply for Evaluation and Pilot Testing Grant for PFAS Studies on behalf of the City of Goldsboro. *Resolution Adopted.* The item was presented by Robert Sherman, Public Utilities Director.

The City of Goldsboro is proactively preparing for compliance with a new regulation that is forthcoming from the U.S. EPA for drinking water quality. The regulation will lower the allowable concentrations of multiple PFAS compounds in treated drinking water. The regulation is currently in draft form and is anticipated to be made final in the first half of 2024. The City will likely have 3 years to comply with this new regulation. As such, the City will need to complete an engineering evaluation and pilot testing of possible treatment technologies that can achieve this new treatment standard, in order to identify an effective and efficient approach.

Engaging CDM Smith to undertake pilot testing and pursue grant funding, Goldsboro can access specialized knowledge and financial support essential for tackling the PFAS crisis. Collaborating with a reputable firm like CDM Smith will enhance the city's capacity to implement sustainable solutions and mitigate the risks associated with PFAS exposure.

Staff recommended that the Council adopt the following entitled resolution authorizing the Mayor and Interim City Manager to allow CDM Smith to apply for Pilot Testing on behalf of the City of Goldsboro for the purposes of PFAS testing and studies. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

RESOLUTION NO. 2024-51 "RESOLUTION OF STATE GRANT FUNDING FOR THE CITY OF GOLDSBORO'S WTP PFAS EVALUATION AND PILOT STUDY"

Item X. Proposal for CDM Smith to apply for Capital Project Grant for PFAS Studies on behalf of the City of Goldsboro. Resolution Adopted. The item was presented by Robert Sherman, Public Utilities Director.

The City of Goldsboro is proactively preparing for compliance with a new regulation that is forthcoming from the U.S. EPA for drinking water quality. The regulation will lower the allowable concentrations of multiple PFAS compounds in treated drinking water. The regulation is currently in draft form and is anticipated to be made final in the first half of 2024. The City will likely have 3 years to comply with this new regulation. As such, the City will then need to implement a capital project to design and construct the necessary treatment improvements at the City's Water Treatment Plant.

Engaging CDM Smith to undertake pilot testing and pursue grant funding, Goldsboro can access specialized knowledge and financial support essential for tackling the PFAS crisis. Collaborating with a reputable firm like CDM Smith will enhance the city's capacity to implement sustainable solutions and mitigate the risks associated with PFAS exposure.

Staff recommended that the council adopt the following entitled resolution authorizing the Mayor and Interim City Manager to allow CDM Smith to apply for a Capital Project Grant on behalf of the City of Goldsboro for the purposes of PFAS testing and studies. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

RESOLUTION NO. 2024-52 "RESOLUTION OF STATE GRANT FUNDING FOR THE CITY OF GOLDSBORO'S WTP PFAS TREATMENT IMPROVEMENT PROJECT"

Item Y. **Departmental Monthly Reports.** *Accepted as Information*. The various departmental reports for March 2024 were submitted for Council approval. It was recommended that Council accept the reports as information. *Consent Agenda Approval. Weeks/Boyette (7 Ayes)*.

End of Consent Agenda.

Items Requiring Individual Action.

Item S. Center Street Jam Concert Series – Temporary Street Closure. *Closure Approved.* The item was presented by Mike West, Police Chief.

The City of Goldsboro's Downtown Development Dept., in conjunction with the Downtown Goldsboro Development Corporation looks forward to hosting the annual Center Street Jam Summer Concert Series. The Center Street Jam is a community-favorite event, bringing crowds of 1500-3500 to enjoy live music, fellowship and food from local vendors. As always, Center Street Jam concerts are free, family-friendly and open to the public.

The events will be hosted every other Thursday from 6:00pm – 9:00pm at The HUB in the 200 block of South Center Street. Event dates are May 2nd, May 16th, May 30th, June 13th, June 27th, July 11th, July 25th, and August 8h. For the safety of event-goers, the Downtown Development Department and DGDC are requesting the closure of the northbound lane of South Center Street from Spruce to Chestnut from 4:00pm – 9:30pm.

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

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

Staff recommended that Council, by motion, grant the requested temporary closing of the northbound lane of South Center Street from Spruce to Chestnut Street and a partial closure of East Chestnut Street from Center Street to the Chestnut Street PD parking lot entrance, as stated above.

Councilman White asked about the Police Department not staffing or working the event. Chief West explained that they close the streets and walk the event for security, but are not working at the event itself.

Mayor Gaylor stated that Council is working on an updated street closure policy, and although he understood Council wanting the policy in place before approving further street closures, he did not foresee a policy that would disqualify the Center Street Jam Series, and asked Council to approve the item.

Councilman White asked about the difference between the Downtown Development Department and the Downtown Goldsboro Development Corporation. Interim City Manager Matt Livingston explained that the DDD is made of employees and is funded by the downtown tax district of the municipality, to assist downtown businesses, organize the Mian Street Program, and promote economic development and revitalization in the downtown area. He further explained that the DGDC is a 501(c)(3) non-profit organization designed to do things the City may not be able to do; they can be more creative and do not have as many hoops to jump through to be able to partner with others and complete downtown transformation projects. Mr. Livingston stated that the two work together and work with the City to create public private partnerships to get things done.

Council further discussed the item and street closures in general, including the need to be consistent and the need to wait until an updated policy is in place before approving or voting for any street closures.

Councilwoman Weeks made a motion to approve the street closure. The motion was seconded by Councilwoman Jones. Mayor Gaylor, Councilwoman Jones, Councilman Boyette, and Councilwoman Weeks voted for the motion. Mayor Pro Tem Matthews and Councilman White voted against the motion. Councilwoman Taylor did not vote, however, pursuant to G.S. 160A-75, Councilwoman Taylor's vote would be considered an affirmative vote. The motion passed 5-2.

Item T. **5K for 5p – Temporary Street Closing.** *Closure Tabled.* The item was presented by Mike West, Police Chief.

An application was received from Mikayla Barfield and The 5p – Society, requesting permission to hold a 5K to raise awareness for 5p – (cri du chat) on Saturday, May 18, 2024, from 9:00 a.m. to 11:00 a.m.

The race is scheduled to begin and end on Center Street near Spruce Street. The event runs through the downtown and residential areas of Goldsboro to include Center Street, Walnut Street, Jefferson Street, and Mulberry Street. The Police, Fire, Public Works, and Downtown Goldsboro offices have been notified of this request.

The race will start and finish in the same area. The time requested for the closing is from 7:00 a.m. to 11:30 a.m. to allow for the setup, event, and dismantle.

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

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

Staff recommended that the Council approve the street closing of sections of Center Street at Pine Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the 5K for 5p event from 7:00 a.m. to 11:30 a.m. on Saturday, May 18, 2024.

Mayor Gaylor expressed the need for a policy to provide guidance and asked Council to table the item until the next meeting, after they had a policy in place.

Council discussed the problems that the street closure may cause for the businesses, the need to be consistent, and the need to have a policy in place before approving any closures.

Councilwoman Taylor made a motion to table the street closure until the May 6^{th} Council Meeting. Councilwoman Jones seconded the motion. Council discussed bringing the item back at a special meeting if a policy could be established prior to the May 6^{th} meeting. They also discussed how to share their metrics and concerns so that the policy could be updated.

Councilwoman Taylor amended the motion to table the item until the May 6th meeting, unless a policy is in place before that time, then she would like a special meeting to be called to vote. Councilwoman Jones seconded the amended motion. Councilwoman Jones stated that when we do the policy, we need to look at everything and have it down in writing, because every street closing is different. Mayor Gaylor, Mayor Pro Tem Matthews, Councilwoman Taylor, Councilwoman Weeks, and Councilwoman Jones voted in favor of the motion. Councilman White voted against the motion. Councilman Boyette did not vote, however, pursuant to G.S. 160A-75, Councilman Boyette's vote would be considered an affirmative vote. The motion passed 6-1.

<u>City Manager's Report.</u> Interim City Manager Matt Livingston shared that he was working on the transmittal letter for the audit; we are near the finish line, they will be coming on site soon to complete some things. He also shared that staff was in the midst of budget cuts to balance the budget.

Mr. Livingston stated that by April 19th we have to send a letter to CDM Smith regarding our preferred path for the Wastewater Reclamation Facility. He stated that in a merger, without more specific information on the Water and Sewer Authority voting structure and asset compensation, our position is that Goldsboro should remain the regional provider as we are now, and the other municipalities and counties would become a part of our system. Mr. Livingston asked Council for approval to write a letter stating that Goldsboro is not comfortable with a Water and Sewer Authority at this time, and prefer things to remain as they are. Council discussed if they had enough information to make a vote.

Councilman Boyette made a motion to approve or authorize Interim City Manager Matt Livingston to write a letter on or before April 19th expressing the City's intent to supportive of the 4A/ Raleigh Model of the Regional Merger Feasibility Study. The motion was seconded by Councilwoman Taylor and unanimously approved.

Mayor and Councilmembers' Comments.

Councilman White stated that he wants to celebrate any kids and any school that is doing well. He asked the Mayor if an update on the Crossroads Strategy/Friends of Seymour Agreement could be on the agenda. Councilman White stated that he attended and enjoyed the Market on Mulberry event. He also asked citizens to reach out to those that have spouses deployed to see if they need anything until their spouses return.

Councilwoman Weeks read a letter she received from a young woman that recently died. She stated that if anyone needs help, there is help out there if you will ask for it. She also stated to the drug dealers: this is not over, we will be relentless in your pursuit.

Mayor Pro Tem Matthews had no comment.

Councilwoman Taylor stated that she attended the Downtown Market and had good conversations with the venders. She shared that her thoughts and prayers were with the families of those that lost their lives over the weekend. She also wanted Mr. Rodney Robinson to know that she heard his concerns, and she is concerned as well.

Councilman Boyette shared that he had received a number of code enforcement calls over the last few weeks, and asked citizens report any issues through Goldsboro 311, and their issue can be reported directly to the department it needs to go to. He shared that he recently had a great time at the Fire Academy Graduation, and congratulated all of the cadets on being sworn in. He also thanked all of the hardworking City employees, letting them know they are appreciated, noticed, and valued.

Councilwoman Jones thanked the Council for agreeing to meet with individuals regarding the unhoused, stating that we have to do something to help them. She stated that she was also touched by the recent deaths, and challenged the churches to help the unhoused. She also stated that she enjoyed attending the Town and State Dinner in Goldsboro, as well as the Fire Academy Graduation, and commended the firefighters for the work they do. Councilwoman Jones also thanked Public Works Director Rick Fletcher and Assistant to the City Manager Octavius Murphy for helping one of her constituents with a blue line problem.

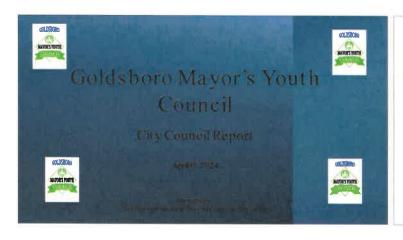
Mayor Gaylor expressed his appreciation to the Planning Department and Director for their work, and meeting with a representative from the Global Transpark Economic Development Region and Wayne County Development Alliance about what can be done to move projects through quickly and efficiently. He shared that a wonderful conversation was had with Lumos concerning the problems with their subcontractors, and the expectations going forward. Mayor Gaylor also shared that there have been recent conversations with representatives from the offices of Senator Thom Tillis and Congressman Wiley Nickel, concerning the needs of the City. He stated that he has also met with Congressman Don Davis, and will meet with Senator Ted Bud in a few weeks. Mayor Gaylor finished his comments by letting the public know that the North Carolina State Auditor's office has stated there is no further action necessary on the performance audit; they will watch to make sure we turn in our financial audits on time.

There being no further business, Mayor Gaylor adjourned the meeting at 9:53 p.m.

Charles Gaylor, IV

Mayor

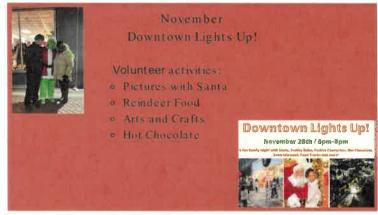
Deputy City Clerk





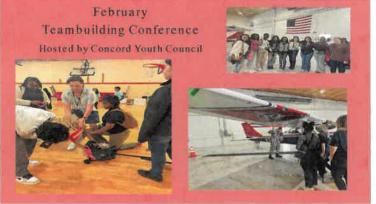








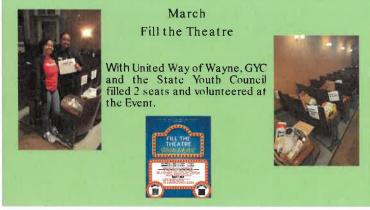




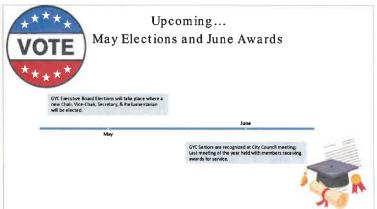
February Valentine's Day at Kitty Askins

Made and delivered Valentine's Da Cards for the residents at Kitty Askins Hospice Center

















MAYOR'S COMMITTEE FOR PERSONS WITH DISABILITIES

MCPD

WHAT IS THE MCPD?





- The Mayor's Committee for Persons with Disabilities plans, conducts, and publicizes activities designed to promote the well being of people with disabilities.
- It is composed of 16 members making it the largest of the City's Boards and Commissions.

WHAT DOES THE MCPD DO?

- · Hal K. Plonk Disability Awareness Walk
- Annual Awards Ceremony
- Education
- Volunteer
- Advocate



The goals of the MCPD are to:

- · Promote the establishment and improvement of rehabilitation and recreational facilities
- Support and promote legislation advocating issues of interest for people with disabilities
- Advise the City Council about the goals, recommendations, and activities of the committee

Educate

- The MCPD takes every opportunity available to educate the public on various topics concerning or related to disability awareness.
- We have included education material in the City of Goldsboro's Newsletter
- Spoken at many civic group meetings such as the New Hope Ruritan Club, Sunrise Kiwanis and the Rotary Club of Goldsboro-Three Eagles.
- Maintains a Facebook page with updates concerning various awareness days and local activities.







Support

The members of the MCPD volunteer, attend, and support various national and community events in support of the Disabled community!

A Night To Shine







National Veterans Wheelchair Games







Hal K. Plonk Disability Walk

- The MCPD hosts the annual Hal K. Plonk Disability Awareness Walk to raise awareness, advocate, and celebrate those that are living with disabilities.
- The walk is the MCPD largest event; engaging hundreds of attendees and volunteers!
- 2023 was our largest year to date with over 350 participants!
- May 1, 2024, will be the $\underline{\mathbf{27}^{\text{th}}}$ year of the walk!









MCPD Annual **Awards**

- The MCPD Annual Awards recognizes community nominated person and businesses that have either overcome their disabilities or have gone the extra mile to serve or work with people with disabilities.
- It highlights National Disability Employment Awareness and Inclu
- Categories include: The Mayor's Trophy, Employee of the Year, Employer of the Year, Committee Member of the year and Most Accessible Business.

Current Initiatives

The MCPD strives to address needs in the community on the behalf of its disabled citizens

Sidewalk Safety





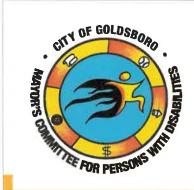
Adult Changing Tables





Making Strides for Inclusivity

- The MCPD has spearheaded several Interview by a memory of the spearage of the second second fundraising initiatives to fund various activities throughout the year and future projects including lobbying our State representatives and finding grants
- The largest being a continuous campaign/fundraising to fund an inclusive playground for the community that would be located at North End



MCPD The Mayor's Committee for Person's with Disabilities

- Meetings are on the 3rd Thursday of Every Month
- 12:00pm-1:00pm
- · City Hall-Large Conference Room
- Liaison Dep.-Community Relations & Development
- Ex-Officio- Brandi Matthe
- Follow us on Facebook









TO: Mayor Charles Gaylor & Goldsboro City Council FROM: Mayor's Committee for Persons with Disabilities

DATE: April 15, 2024 RE: Sidewalk Safety

Dear Mayor & Council,

The Mayor's Committee for Persons with Disabilities would like to reengage your attention to the issue of sidewalk safety throughout the city. This past January, a disabled member of the MCPD shared that she tripped on an uneven sidewalk while coming into City Hall for the meeting. MCPD Chair, Vice-Chair, Ex-Officio Councilmember, and my assessment of where she parked (on Mulberry) and the walking route she had to take to get into the front entrance, brought us to that portion of sidewalk on the corner of Center & Mulberry. We would like to share that after contact was made with the City's Public Works department, the sidewalk was repaired the following morning. For that, we are grateful.

There has been another unfortunate sidewalk safety issue that we would like to share with you. The MCPD Chair recently had family visit from Virginia. While near the courthouse downtown, her 80-year-old aunt tripped and fell on uneven sidewalk, broke her nose, and spent a good portion of her visit at UNC Health in the Emergency Room.

We humbly ask that while the City is finalizing its upcoming budget to please consider funding sidewalk repairs throughout the city.

Thank you for your time and attention to this matter.

Sincerely,

Wanda Becton MCPD Chair

Shelby Ostendorf
MCPD Vice Chair

Members of MCPD





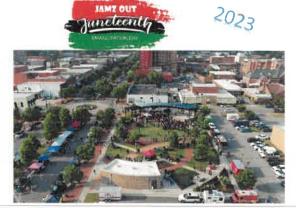
Juneteenth, also known as Juneteenth Independence Day or Freedom Day, is an American holiday that commemorates the June 19, 1865, announcement of the abolition of slavery in the U.S. state of Texas, and more generally the emancipation of enslaved African Americans throughout the former Confederate States of America.

Curtis Media Group and 92.7 JAMZ envision the 4th Annual Jamz Out Juneteenth as a family-friendly community festival/celebration of freedom and unity.

Through a continued partnership with the City of Galdsboro, this event continues to grow each year.

We look forward to you being a partner of this amazing event?





2023 Juneteenth Partnership

- Thanks to our partnership with the City of Goldsboro, we provided \$5,000 worth of advertising campaigns on the radio and Goldsboro Daily News. These campaigns highlighted important City Initiatives such as:
- ✓ Choice Neighborhood Plan Event
- √ Community Shred Event
- ✓2023 Fall Festival
- ✓ Apply for a City Board or Commission
- ✓MLK Event
- > We are pleased to continue this partnership in 2024.







Here's a sample of what's going down! m: Booths will set up in designated areas

- 12:00pm: Booths will set up in designated areas around event grounds
 2:00pm: Gates Open
 3:00pm: Celebration kick off and start of our day
 3:30pm: Start of special guest appearances throughout the day
 7:30pm: Thank you end wrap up
 7:45pm: Booth breakdown
 8:15pm Street Opens

This will be a fun filled day you will not want to miss!



JAMZ OUT JUNETEENTH

2024 Features: WWW_JAMZOUTJUNETEENTH.COM

- Arts Council Pending confirmation of a week-long exhibit and reception at the arts
- Arts Council Pending confirmation of a week-long exhibit and reception at the council Wayne County Museum Week-long exhibit Paramount Theatre Sponsor/Vendor Appreciation Event Pledge of Allegiance, Presentation of Colors, Nation Anthem, Lift Every Voice Hannard Guesta- Mayor, City Council Membera. City Manager, County Manager, County Commissioners, Pastoral, Slate Representatives Musical Artists Musical Artists Sounce Groups Sororities and Fraternities Food Trucks
 Bouncy Houses
 Bouncy Houses
 Tentl Vendors
 Non-Profits

2023 Attendance - Estimated 2,000



JAMZ Out Juneteenth - Saturday, June 15, 2024

Request for the City of Goldsboro to Provide The Following:

- Use of The HUB City of Goldsboro Venue
- Electrical Outlets With Working Power Supply for Event Day (All Outlets at The Hub and along Center Street from Chestnut to Pine)
- Police Coverage During Event
- Fine Department on-site During the Event
 Trash Service; Delivery and Removal (Estimated 2500 3000 attendees)
- Center Street Closure from Chestnut to Pine on the Day of the Event Land Use (property directly beside Well Travelled Beer) on the Day of the Event (Bouncy Houses)

 - Total Value: \$4,500



As a SPIRIT OF JUNETEENTH SPONSOR

Business Annual Cognitional Son on supervision of the Cognition of the Cog

e \$6500 - \$4500 TRADE \$1500 CASH



Thank you for your continued Support and Partnership.

Exhibit D





April 15, 2024, Council Meeting SCMs

Jonathan Perry, Engineering Manager

April 15, 2024

How It Got Started:





What Happens:

What are SCMs:

- When a plan is submitted for site plan review through the planning department, the Technical Review Committee (TRC) reviews the plans.





After Construction:

- onstruction is completed, engineering will wait iod of one year to get the SCM on our regular
- iction schedule rit of the Neuse River Rules, created by the state in , we are required to perform these SCM ictions annually

















Raising Inspection Fee:

- As part of the 23/24 budget year, engineering was asked to review all fees. SCM inspection fee hasn't changed since we started inspecting SCMs in 2001. When thinking about the new rate, I called around to other municipalities to see what their rates were. Only one other municipality close to us inspects SCMs. I started cold calling around to other inspection companies to see what their rates were. I was told by all 5 companies, that their rates start at \$500. With staff costs on the inspections, writing the letters, and sending out the bills, our cost for each SCM is approximately \$415. After some discussion at the time, we decided to change our fee from \$100/inspection to \$350/inspection. If you have multiple SCMs, its and additional \$50/SCM after the initial \$350.





Options:



Questions?

April 15, 2024, Council Meeting Lead and Copper

Jonathan Perry, Engineering Manager

April 15, 2024

aww.goldsborone.go

How it Got Started:

- The EPA ISSUED A Federal Register notice on December 17, 2021, to all municipalities that a complete inventory of both public owned, and private owned water services would need to be completed by October 16, 2024.
- This inventory is to include every water service that predates 1987, when the lead ban was adopted in the North Carolina Plumbing Code.



Our Project:

- The city has 14,709 water services, and of those 9,965 are what staff has identified to be built before 1987.
 We used the Wayne County tax maps to gather that information for us.
- There are a tew different ways the inventory can be completed, and staff has chosen to go with the visual inspection and hydro-excavation methods. The visual inspection is completed inside of the meter box. The hydro-excavation is completed 18" outside of the meter box. That was a dimension regulated by the FPA
- There are three ways outline in the regulations to determine the pipe material. You can do a scratch test, magnet test, or a lead verification pen that will turn red when you have marked the pipe. Liken it to the pens they mark currency with at stores to see if the bill is real.
- We are mainly using scratch tests, and magnet test







Questions?

www.goldshorone.go

April 15, 2024, Council Meeting Pavement & Sidewalks

Jonathan Perry, Engineering Manager

April 15, 2024

vww.goldshoronc.gov

Evaluation of Streets:

- Staff uses GIS equipped on an Ipad and visually inspects
 every block in the city to give them a rating. There are
 several distresses that we evaluate our streets on, and
 they include, Alligator cracking, block/transverse
 cracking, reflective cracking, rutting, raveling, bleeding,
 ride quality, and utility patching. Alligator cracking is
 rated on piercentage of the block covered, while the
 rest is rated on light, moderate, or severe.
- The last professional Pavement Condition Rating (PCR) was completed by US Infrastructure of Carolina, Inc. in October of 2009. It is past time for us to have another professional survey completed. Professionals will come in and use lasers attached to their vehicles to gather data on each street segment. It will then generate a PCR based on the data that seathered from 0.15 (100).





Determining a Project:

- Staff puts together a recommended street list based off the latest PCR. That list is generated with the worst streets in mind.
- That list is presented to council, where we receive more direction as to where they want to spend the money. Typically, we try to spend the same amount in every district.
- We should start to change our thought process on this
 a little as streets rated from 0 to 50, should more than
 likely be looked at to be completely rebuilt.
- A major problem with our streets are they aren't built with a good stone base, or there is only 2" of asphalt there. This a more costly option, but if we want to change the integrity of our streets, this is where we need to be heading.





How Much Does it Cost:

- Resurfacing a street will run you approximately \$18.50 per square yard of asphalt. These numbers come from our last resurfacing project completed this year.
- Rebuilding a street to our current standards will cost approximately \$400 per foot of street being rebuilt.
 This is based off the last repaying project which included 4 blocks of dirt streets.





Sidewalks:

- Unfortunately, the city doesn't have a list of sidewalk conditions, or where sidewalks are needed. Planning is working on a Bicycle and Pedestrian Plan, and the goal is to get that information covered as part of that plan.
- We do, however, have a list of sidewalks that need repair. This is a list that is managed by Public Works, and it comes from citizen requests or complaints.





Sidewalk Maintenance:

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How Much Does it Cost:

- Sidewalk construction will cost approximately \$60 per square yard of concrete. This information was gathered off NCDOTs but averages website.
- Sidewalk construction is required to be installed as part of site development. The cost is absorbed by the developer of the property.





Questions?

www.goldshoronr.go





Provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.





FY24-25 HUD ALLOCATIONS

- CDBG \$361,561
- HOME-\$293,636
- *These amounts are anticipated as HUD has not yet released FY24 allocations.

FY24-25 NEW PROPOSED ACTIVITIES

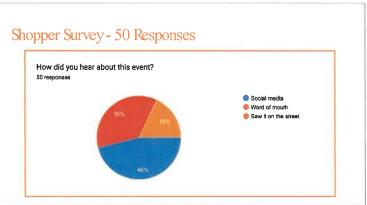
Activity Name	Activity i opo	Putining Source
N.E. Michiek Development	Public Fecificies & Improvements: Infrastructure	coes
Abbott Crossing Apris	Multiferally Development	HOME
Engles Sato Spot Communicias	Cersor	CDeG
Registry Musics	Multifemily Development	HOME

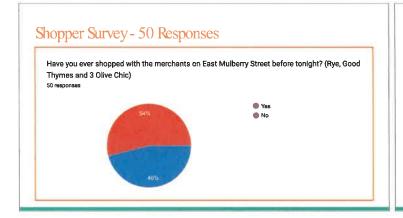
Activity Name	Funding Source & Amount	Prior Year Funds that can be applied	Activity Description
Program Administration	CDBG: \$72,312 (20%) HOME: \$29,336 (10%)	\$0	Support Program Delivery
Demolition/Clearance	CDBG: \$35,015	\$0	To address slum/blight
Homeowner Rehabilitation	CDBG: \$180,000	\$30,000	To assist 7 homeowners @ maximum of \$30,000
Project Delivery	CDBG: \$20,000	\$0	To support rehab, soft cost
Public Services	CDBG: \$54,234 (15%)	\$0	Grants to non-profits
Affordable Housing	HOME: \$150,296	CDBG: \$55,000 HOME: \$804,597	Construct/Rehabilitate rental units
Down Payment Assistance	HOME: \$70,000	So	To assist 7 first-time homebuyers with down payment and closing costs
Affordable Housing: CHDO	HOME: \$44,004 (15% HOME)	so	Construction/Rehabilitatio of housing units for LMI families
Activity Totals:	CDBG: \$361,561	CDBG: \$85,000	

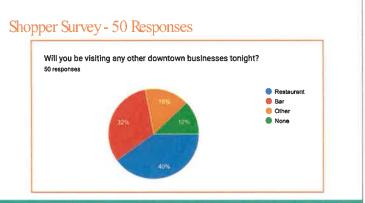


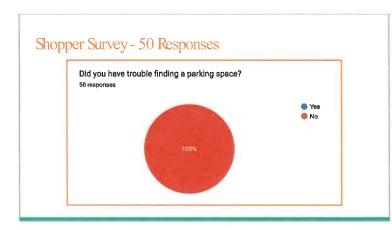


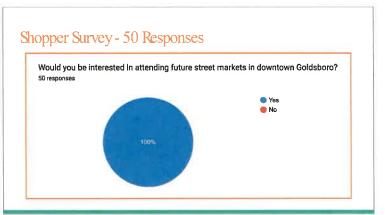










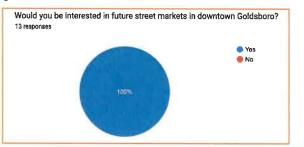


Shopper Feedback

- Hoved this event! So fun and Goldsboro needs more of them! It got us out of the house and looking at stores we've never been before! Really. Goldsboro needs more of this!
- So happy to see Goldsboro get with the program!
- Perfect location!
- Great event, please keep these going! Such a great attraction for our downtown.
- Can shop local and eat downtown all in one.
- Easily accessible and great people. Learned about businesses in the surrounding area and even businesses on the same street.

Vendor Survey - 13 Responses

Average Vendor Sales: \$227.50

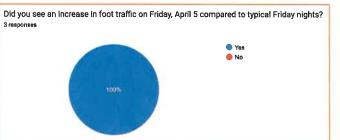


Vendor Feedback

- Hoved the unique vendors that were chosen. So many people had items I have not seen in typical retail stores. I also very much enjoyed the partnership with the shops located on Mulberry!
- The only thing we suggest is possibly having even number of vendors on each side.
- So much fun! Ran very well. Loved interacting with the community.

 Maybe have the hours from 5-9 instead of 6-10. Not many shoppers after 9pm.
- It was awesome, I hope we can continue it.
- Increase advertisement.
- It was very well organized, and promoted. I will definitely be signing up to do this event again. Loved the vibe, and the chance to meet fellow vendors, and new customers.
- As a vendor, I met multiple customers who asked if this market (whether on Mulberry or any other street downtown) will continue throughout the Spring and Summer because it's something different and they love the chance to find new local creations.

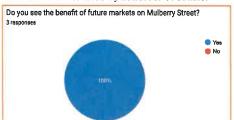
Merchant Survey - 3 Responses



Merchant Feedback

We asked merchants to compare their sales from Market on Mulberry'to an average Friday within the last month.

• Sales doubled or were increased by hundreds of dollars.



Conclusion

- It is our hope that this data is taken into
- on some rope that this data is taken into consideration during policy discussion and future street closure votes.

 This data proves the positive impacts that a street market can have in downtown Goldsboro.





CITY OF GOLDSBORO

THIS IS TO CERTIFY THAT

THE EMPLOYEE OF THE QUARTER AWARD

(3rd Quarter, Fiscal Year 2023-2024)

HAS BEEN AWARDED TO

HAKIEM JOHNSON

FOR

OUTSTANDING ACHIEVEMENT

Police Support Technician Hakiem Johnson has proudly earned the Employee of the Quarter Award for his actions on February 8th, 2024. While on foot patrol in the downtown area, Mr. Johnson was alert, cognizant, and situationally aware of his surroundings. He observed and reported a working structure fire in the 100 block of South Center Street. Mr. Johnson radioed the fire into Wayne County Communications and immediately began to notify and evacuate residents of the affected structure and apartments. He also assisted in evacuation of animals by catching them as the residents tossed them from the second floor of the structure. In total, 5 residents and 2 pets were successfully evacuated.

Mr. Johnson's situational awareness and quick thinking prevented further damage and potential loss of life, and enabled our fellow First Responders with the Fire Department to respond quickly and suppress the fire before the structure became fully engulfed in flames. His actions and early warning stopped the fire from potentially spreading to neighboring attached structures, which could have been catastrophic for many other residents and business owners.

Mr. Johnson's actions are a direct reflection of his professionalism and his desire to serve not only the Goldsboro Police Department but the community as a whole. Mr. Johnson's work ethic and situational awareness reflect well on himself and the City of Goldsboro.

AWARDED THIS DAY MAY 6, 2024

CHARLES GAYLOR, IV

Mayor City of Goldsboro MATTHEW LIVINGSTON

Interim City Manager City of Goldsboro

CITY OF GOLDSBORO

THIS IS TO CERTIFY THAT

THE SUPERVISOR OF THE QUARTER AWARD

(3rd Quarter, Fiscal Year 2023-2024)

HAS BEEN AWARDED TO

BRIAN KALIN

FOR

OUTSTANDING ACHIEVEMENT

Brian Kalin has been an employee of the City of Goldsboro since November 2018. He has made an extensive impact and demonstrated exceptional leadership in his role as the Chief Operator for the Water Treatment Plant.

Brian leads a team of seven certified operators in the production of nearly 2.3 billion gallons of drinking water annually. Not only does he provide leadership on the day-to-day treatment process, but he also manages the training program, safety program and the chemical inventory.

As a fiscally responsible manager, Brian strives to acquire quality water treatment compounds at the best available value. One of the most crucial components in our treatment process is Aluminum Sulfate, procureing approximately 52 tanker truck loads per year. Through his research efforts, Brian has found suppliers that provide this component at a savings of \$450 per shipment over previous vendors. This has already saved the city over \$5,500 this calendar year, and has the potential to save over \$23,000 annually.

Brian possesses all the qualities of a leader. He demonstrates professionalism, integrity, and fiscal responsibility in his daily endeavors. He leads by example and ensures that his team members have everything they need to accomplish their tasks in an efficient manner. Brian's work ethic and actions reflect well on himself and the City of Goldsboro.

AWARDED THIS DAY MAY 6, 2024

CHARLES GAYLOR, IV

Mayor City of Goldsboro MATTHEW LIVINGSTON
Interim City Manager

City of Goldsboro



TOURETTE SYNDROME AWARENESS MONTH PROCLAMATION

WHEREAS, Tourette Syndrome is an inherited neurological disorder that is characterized by involuntary physical and vocal tics that occur many times a day; and

WHEREAS, Tourette Syndrome is often accompanied by other mental health disorders such as attention deficit and obsessive compulsive disorder, learning disabilities, and anxiety; and

WHEREAS, Tourette Syndrome and tic disorders affect 1 in 100 children. More than 23,000 school age children in the State of North Carolina alone are dealing with Tourette Syndrome and although some of these cases are aided by medication, there is no standard treatment or known cure for the disorder; and

WHEREAS, there is an important need for more professional help with interest and expertise to identify, counsel, and treat people with Tourette Syndrome, a disorder that is often misdiagnosed and misunderstood; and

WHEREAS, positive actions to assist children and families living with Tourette Syndrome would result from a broadening of public and professional knowledge and acceptance of Tourette Syndrome; and

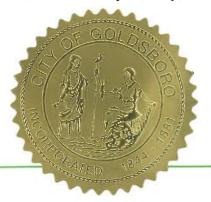
WHEREAS, the Tourette Association of America is actively providing services to families, educating medical professionals and teachers, and supporting research to better understand the signs and treatments of Tourette Syndrome.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim May 15 - June 15, 2024 as

TOURETTE SYNDROME AWARENESS MONTH

and June 7, 2024 as "Tourette Syndrome Awareness Day" in the City of Goldsboro, as a special day to promote understanding, compassion, and acceptance for all of our fellow citizens who deserve and need our support to break the stigma that surrounds Tourette Syndrome.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 6th day of May, 2024.



Charles Gaylor, IV



MR. MILAS DORSEY KELLY, JR. MEMORIAL PROCLAMATION

WHEREAS, Mr. Milas Dorsey Kelly, Jr. was born in Jamaica, Queens, New York on September 16, 1957, to Milas D. Kelly Sr. and Gloria Jeanette Blackmore Kelly; and

WHEREAS, Mr. Kelly leaves behind his loving and devoted wife, Cynthia K. Kelly; two daughters, Joy and Noelle; three brothers; three grandchildren; and a host of other loving relatives and friends; and

WHEREAS, as President of the Central/Eastern Wayne Alumni and Friends, Inc., Chairman of the Wayne County ABC Board, President of the Gold/Wayne Panhellenic Council, and a member of the Goldsboro Golf Committee Advisory Board, State Employees Credit Union Advisory Board, and Saint James AME Zion Church, Mr. Kelly vastly influenced this community; and

WHEREAS, his commitment to Omega Psi Phi Fraternity, Inc. as a lifetime member and his leadership as a president of East Carolina Officials Football Association were invaluable; and

WHEREAS, the strength of our community has been enriched by Mr. Kelly's presence. His dedicated service to the Juvenile Crime Prevention Council has left a lasting, positive, impact on the Justice System; and

WHEREAS, we acknowledge that beyond his public roles, Mr. Kelly was better known as a devoted husband, father, grandfather, son, brother, and cousin; and

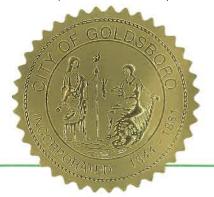
WHEREAS, he completed his earthly journey on Sunday, April 7, 2024.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim April 13, 2024, as a day of remembrance and recognition as we commemorate the many outstanding contributions to both the public and private sectors of

MR. MILAS DORSEY KELLY, JR.

during his 66 years of life. We wish his family peace and healing as they navigate this challenging time. We, the Mayor, City Council, and City Government of Goldsboro embrace the family, in our common bonds of remembrance and appreciation of this beloved soul. We trust that faith, familial unity, and the support of this compassionate community will provide solace and guidance in the days ahead.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 6th day of May, 2024.



Charles Gaylor, IV



DILLARD/GOLDSBORO ALUMNI & FRIENDS, INC PROCLAMATION

WHEREAS, Dillard High School in Goldsboro, North Carolina, was the outgrowth of a private school founded in 1866 for Black students and has a rich history of providing education to the Black community; and

WHEREAS, the Dillard/Goldsboro Alumni & Friends, Inc. is a non-profit organization dedicated to preserving the legacy of Dillard High School and Goldsboro High School and providing educational opportunities for students in the community; and

WHEREAS, the National Scholarship Committee of the Dillard/Goldsboro Alumni & Friends, Inc. is responsible for selecting recipients and awarding scholarships to high school students in the community, providing them with the opportunity to pursue higher education and achieve their goals; and

WHEREAS, the Dillard/Goldsboro Alumni & Friends, Inc. is hosting a Memorial Day Weekend celebration from Thursday, May 23, 2024, to Sunday, May 26, 2024, to honor the history and achievements of Dillard High School and Goldsboro High School alumni.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim our support for the

DILLARD/GOLDSBORO ALUMNI & FRIENDS, INC.

and their efforts to preserve the history and legacy of Dillard High School and Goldsboro High School. We commend their commitment to providing educational opportunities for students in the community and recognize their contributions to the betterment of our city. We urge all citizens to join us in celebrating the Memorial Day Weekend 2024 and to support the Dillard/Goldsboro Alumni & Friends, Inc. in their endeavors to empower the next generation of leaders through education.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro this the 6th day of May, 2024.



Charles Gaylor, IV

MILITARY APPRECIATION MONTH PROCLAMATION

WHEREAS, our brave service men and women, their families, and their loved ones share in the support and sacrifices necessary for our freedom; and

WHEREAS, this proclamation marks the beginning of Military Appreciation Month, a month in which the Department of Defense and our grateful nation will honor the courage, commitment, and selfless service of our military; and

WHEREAS, community members, businesses, military bases and posts, and other organizations are encouraged to recognize military members and their loved ones with special events such as family activities, community gatherings, sporting events, retail discounts, and other forms of special recognition throughout the entire month of May; and

WHEREAS, military-connected non-profit organizations, veterans service organizations, and other military service providers, both public and private, are encouraged to band together to honor and serve our military families and their loved ones during the month of May.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim May 2024 as

Military Appreciation Month

and officially recognize the many sacrifices made by our veterans, service members, wounded warriors, their families, and their survivors, as well as the vast network of organizations that serve these heroes across the state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 6th day of May, 2024.



Charles Gaylor, IV



PEACE OFFICERS' MEMORIAL DAY PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day and the week in which May 15 falls as National Police Week; and

WHEREAS, the members of the law enforcement agency of the City of Goldsboro play an essential role in safeguarding the rights and freedoms of the citizens of Goldsboro; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency; and

WHEREAS, members of the Goldsboro Police Department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the law enforcement agency of the City of Goldsboro unceasingly provide a vital public service.

NOW, THEREFORE BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim the week of May 12 through May 18, 2024 as Police Week, and May 15, 2024 as

PEACE OFFICERS' MEMORIAL DAY

in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes. I further call upon all citizens of the City of Goldsboro, and all patriotic, civic, and educational organizations, to observe this time with appropriate ceremonies in which everyone may join in commemorating law enforcement officers, past and present, who by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their community, and in so doing have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 6th day of May, 2024.



Charles Gaylor, IV



MENTAL HEALTH MONTH PROCLAMATION

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there is a strong body of research that supports specific tools that all Americans can use to better handle challenges and protect their health and well-being; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, health care provider, organization, and citizen shares the burden of mental health problems and has responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, BE IT RESOLVED, that the Goldsboro City Council does hereby proclaim May 2024 as

MENTAL HEALTH MONTH

in Goldsboro, North Carolina, and call upon our citizens, government agencies, public and private institutions, businesses, and schools, to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this the 6th day of May, 2024.



Charles Gaylor, IV

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CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

Removed

SUBJECT:

Adoption of an Ordinance Amending Chapter 53: Water and Sewer Systems of the City of

Goldsboro's Code of Ordinances

BACKGROUND:

City Ordinance 53.17, last amended September 18, 2023, states the conditions for making water and sewer connections for residential, commercial, and industrial property that is not located within the city limits. For industrial property (paragraph (B)(3)): "An industry requesting access to water and sewer lines will be granted such access upon execution of a formal agreement with the city to file a petition for voluntary annexation on or before

the date occupancy begins."

DISCUSSION:

It is a standard practice for cities to request voluntary annexation upon satisfactory provision of water and sewer services for residential, commercial, and industrial property not located within the city limits. There are instances where new development is requesting not to be required to annex in order for the development to occur. A water and sewer agreement with an industrial customer that includes voluntary annexation may also include economic development incentives.

RECOMMENDATION:

City management recommends City Ordinance 53.17 paragraph (B) for industrial property be modified to state: (6) The following parcels are exempt from the annexation requirement set forth above: Park East Lot 9, Park East Lot 18 and the parcel identified as Wayne County PIN 351991580.

Date: 4-17-24

Matthew Livingston, Assistant City Manager

AN ORDINANCE AMENDING CHAPTER 53: WATER AND SEWER SYSTEMS OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, it is a standard practice for cities to request voluntary annexation upon satisfactory provision of water and sewer services for residential, commercial, and industrial property; and

WHEREAS, there are instances where new development is requesting not to be required to annex in order for the development to occur. A water and sewer agreement with an industrial customer that includes voluntary annexation may also include economic development incentives; and

WHEREAS, after a review of Chapter 53, city staff recommend updating section 53.17 (B) as noted below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, that section 53.17 (B) of the Code of Ordinances, City of Goldsboro, North Carolina, is hereby amended as follows:

Chapter 53

Laura Getz City Clerk

§ 53.17 CONDITIONS FOR MAKING WATER AND SEWER CONNECTIONS.

- (B) For industrial property:
- (1) An industry will be defined as listed under Division D, Manufacturing, of the Standard Industrial Classification Manual, published by the Office of the Management and Budget of the United States Government.
- (2) The city will agree to provide access to water and sewer lines to any industry requesting such extension, subject to available capacity, provided that the industry locates within three miles of the city limits.
- (3) An industry requesting access to water and sewer lines will be granted such access upon execution of a formal agreement with the city to file a petition for voluntary annexation on or before the date occupancy begins.
- (4) It shall be the responsibility of the developer to pay for the extension of water and sewer lines from the point of nearest access to its property, but the city shall agree to reimburse the developer for such costs in accordance with this chapter and formula provided for the payment of frontage fees for residential and commercial development. If the developer is in fact the county, the developer will be responsible for the extension of water and sewer lines including any oversized lines to be required for future development. In addition, the operation and maintenance of pump lift stations constructed relative to these lines outside of the city limits would be borne by the county until properly for which pump lift station was installed is annexed. If the developer is in fact a private developer, then it shall be the responsibility of the city to bear the costs of any oversized lines required by it. However, the county will also be entitled to the recoupment of its expenses, including oversized lines, through frontage fees in accordance with the policy and formula described for residential and commercial development. Recapture of the expenses of oversized lines shall be based upon the front foot cost of the line, excluding oversizing, plus the line's future inflated cost not to exceed the original front foot cost of the oversized line.
- (5) Any industry located outside the city limits obtaining access to water and/or sewer facilities shall continue to pay revenues based upon the rates then in effect and shall continue to pay such prevailing rates until its annexation into the city pursuant to the petition for voluntary annexation.
- (6) The following parcels are exempt from the annexation requirements set forth above: Park East Lot 9, Park East Lot 18 and the parcel identified as Wayne County PIN 351991580.

This Ordinance shall be in full force and effect from and	after the 6 th day of May, 2024.
	 Charles Gaylor, IV
Attested by:	Mayor

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

FY2024-2025 Annual Action Plan Final for Approval

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) has allocated an anticipated average of \$361,561 in CDBG and \$293,636 in HOME funds to the City of Goldsboro for fiscal year (FY) 2024-2025 to develop viable communities by providing integrated approaches that offer decent housing, suitable living environments, and expand economic opportunities for persons of low- and moderate-income. In addition, there are prior year funds allocated to the City that remain available to support previously programmed and ongoing community development activities.

Due to the restrictive use of funds placed on the HOME program to focus on projects and/or activities designed exclusively to create affordable housing for low-income households, the City has historically each year carried over a substantial amount of prior years' HOME funds when it has not undertaken large development projects. Staff have developed plans and are currently working with interested developers to responsibly spend these funds in the upcoming fiscal year towards large affordable housing projects.

DISCUSSION:

A draft copy of the 2024-2025 Annual Action Plan (AAP) was made available to the public on April 4, 2024 for a thirty (30) day public comment period and ran through May 5, 2024. A community public meeting was held on April 9, 2024, at the Housing Authority of the City of Goldsboro's Dupont Center, during the regular meeting of the Commission on Community Relations and Development and a public hearing was held on April 15, 2024, during the regular meeting of the Goldsboro City Council, to discuss priorities and eligible activities. This evening, staff will provide the Council with a presentation highlighting the finalization of proposed activities of the FY24-25 Annual Action Plan.

RECOMMENDATION:

By motion, approve the final version of the FY24-25 Annual Action Plan ahead of the May 15, 2024 deadline to HUD.

Date: ______ Felecia D. Williams, Community Relations & Development Director

Date: 4/30/29 Matthew Livingston, Interm City Manager



The Annual Action Plan "AAP"

Provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



FY24-25 HUD ALLOCATIONS

- CDBG \$361,561
- HOME- \$293,636

*These amounts are anticipated as HUD has not yet released FY24 allocations.

FY24-25 NEW PROPOSED ACTIVITIES

Activity Name	Activity Type	Funding Source
H.E. McNair Development	Public Facilities & Improvements: Infrastructure	CDBG
Abbott Crossing Apts.	Multifamily Development	НОМЕ
Eagles Safe Spot Communities	Clearance	CDBG
Berkeley Bluffs	Multifamily Development	НОМЕ

Activity Name	Funding Source & Amount	Prior Year Funds that can be applied	Activity Description
Program Administration	CDBG: \$72,312 (20%) HOME: \$29,336 (10%)	\$0	Support Program Delivery
Demolition/Clearance	CDBG: \$35,015	\$0	To address slum/blight
Homeowner Rehabilitation	CDBG: \$180,000	\$30,000	To assist 7 homeowners @ maximum of \$30,000
Project Delivery	CDBG: \$20,000	\$0	To support rehab. soft costs
Public Services	CDBG: \$54,234 (15%)	\$0	Grants to non-profits
Affordable Housing	HOME: \$150,296	CDBG: \$55,000 HOME: \$804,597	Construct/Rehabilitate rental units
Down Payment Assistance	HOME: \$70,000	\$0	To assist 7 first-time homebuyers with down payment and closing costs
Affordable Housing: CHDO	HOME: \$44,004 (15% HOME)	\$0	Construction/Rehabilitation of housing units for LMI families
Activity Totals:	CDBG: \$361,561 HOME: \$293,636	CDBG: \$85,000 HOME: \$804,597	

ITEM	K
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SUBJECT:

Approval of Resolution to Request Grant Funding through the Office of Local Defense Community Corporation (OLDCC) and Authorizing the City's 10% Participation in the Project Cost

BACKGROUND:

In order to aid in flood mitigation at the City's Wastewater Treatment Plant, staff proposes raising the berm around the treatment plant as a defensive measure against future flooding. The estimated cost of \$400,000 for this project requires application for grant funds.

The OLDCC program is designed to address deficiencies in community infrastructure supportive of a military installation. The City of Goldsboro proposes to submit an application for a grant to the OLDCC for the

Wastewater Treatment Plant flood mitigation project.

The grant application requires the City of Goldsboro to adopt a resolution DISCUSSION:

authorizing the City's 10% participation in the project cost. The estimated cost of \$400,000 will require the City to fund \$40,000 of the estimated project cost.

It is recommended that the City Council adopt the attached resolution RECOMMENDATION:

authorizing the City's 10% participation in the estimated project cost and authorizing the Interim City Manager to execute and file a grant application

with the Office of Local Defense Community Corporation (OLDCC).

Date: 4-25-24

Jonathan R. Perry, Engineering Services Manager

Matthew S. Livingston, Interior City Manager

RESOLUTION NO. 2024 – 53

RESOLUTION AUTHORIZING APPLICATION FOR GRANT FUNDS THROUGH THE OFFICE OF LOCAL DEFENSE COMMUNITY CORPORATION (OLDCC)

WHEREAS, the City Council of the City of Goldsboro has heretofore found it the public interest to undertake a flood mitigation project at the Wastewater Treatment Plant; and

WHEREAS, the Office of Local Defense Community Corporation (OLDCC) offers grants for addressing deficiencies in community infrastructure supportive of a military installation; and

WHEREAS, the estimated cost for the Wastewater Treatment Plant flood mitigation project equals \$400,000; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to request grant funding for this project through the Office of Local Defense Community Corporation (OLDCC); and

WHEREAS, the City Council authorizes the City of Goldsboro's 10% participation in the estimated project cost.

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

- 1. The Council authorizes the Interim City Manager to execute and file a grant application on behalf of the City Goldsboro with the Office of Local Defense Community Corporation (OLDCC).
- 2. The Council authorizes the 10% participation by the City of Goldsboro in the estimated project cost.
- 3. This resolution shall be in full force and effect from and after this 6th day of May, 2024.

Charles Gaylor, W

Mayor

Attested by:

Laura Getz City Clerk

Item L

SUBJECT: Authorization of sale of jointly owned property for 811 N. Virgina Street

(Community Technical Assistance, Inc.)

BACKGROUND: Wayne County has requested concurrence by the City Council for jointly

owned city/county-owned property. The County conducted the sale under the upset bid process (NCGS §160A-269), and the final upset bid was

approved at the February 6, 2024 commissioners meeting.

DISCUSSION:

Buyer: Community Technical Assistance, Inc.

Sales Price: \$2,800.00

811 N. Virginia Street

Tax Value: \$3,000.00 Pin #: 2690806050

RECOMMENDATION:

It is recommended that the City Council, by motion:

1. Adopt the attached resolution declaring the property surplus and authorizing City officials to execute instruments necessary to transfer ownership for 811 N. Virgina Street to Community Technical

Assistance, Inc.

Date: 4/27/2024

Catherine F. Gwynn, Finance Director

Date: 4/30/24

Matthew S. Livingston, Interior City Manager

RESOLUTION NO. 2024- 54

RESOLUTION AUTHORIZING SALE OF SURPLUS REAL PROPERTY UNDER NCGS § 160A-269

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain property, <u>811 N. Virginia</u> Street (NC Pin #2690806050); and

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

WHEREAS, the County of Wayne has approved the sale at the February 6, 2024 Board meeting and then conducted the upset bid process; and

WHEREAS, the County has requested concurrence from the City on the sale for the winning offer in the amount of \$2,800.00 (Two Thousand Eight Hundred Dollars and no/100) from Community Technical Assistance, Inc.

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

- 1) The City Council declares the properties as surplus.
- 2) The City Council authorizes the sale of the property described above through North Carolina General Statute §160A-269.
- 3) City Council further authorizes and empowers City officials to execute the instruments necessary to convey the property to the Offeror.
- 4) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after this 6th day of May, 2024.

Charles Gaylor, K

Mayor

Attested by:

Laura Getz

City Clerk

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2024-4: A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE

WHEREAS, the County and City have acquired a property interest a piece of property located at, 811 N. Virginia Street, Goldsboro having a parcel identification number of 2690806050 and being more particularly described in that deed recorded in Deed Book 2888, Page 466 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County and the City of Goldsboro obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the Staff Attorney and County Manager have recommended that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for these properties; and

WHEREAS, NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$2,800.00 submitted by Community Technical Assistance, Inc.; and

WHEREAS, Community Technical Assistance, Inc. has paid the required five percent (5%) deposit on its offer;

NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

- 1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.
- 2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
- 3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
- 4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

- 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.
- 7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
- 8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to refer the matter to the City of Goldsboro by the City Council and, pending approval by said body, execute the instruments necessary to convey the property to Community Technical Assistance, Inc.

Passed and adopted this the 6th day of February, 2024

Chris Gurley, Chairman

Wayne County Board of Commissioners

ATTEST:

Carol Bowden. Clerk to the Board

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SUBJECT: Authorization of sale of jointly owned property for 1007 N. John Street

(Community Technical Assistance, Inc.)

BACKGROUND: Wayne County has requested concurrence by the City Council for jointly

owned city/county-owned property. The County conducted the sale under the upset bid process (NCGS §160A-269), and the final upset bid was

approved at the February 6, 2024 commissioners meeting.

DISCUSSION:

Buyer: Community Technical Assistance, Inc.

Sales Price: \$1,980.00

1007 N. John Street

Tax Value: \$1,980.00 Pin #: 3600009813

RECOMMENDATION:

It is recommended that the City Council, by motion:

 Adopt the attached resolution declaring the property surplus and authorizing City officials to execute instruments necessary to transfer ownership for 1007 N. John Street to Community Technical

Assistance, Inc.

Date: 4/27/2024

Catherine F. Gwynn, Finance Director

Date: 4/30/24

Matthew S. Livingston, Interim City Manager

RESOLUTION NO. 2024- <u>55</u>

RESOLUTION AUTHORIZING SALE OF SURPLUS **REAL PROPERTY UNDER NCGS § 160A-269**

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain property, 1007 N. John Street (NC Pin #3600009813); and

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

WHEREAS, the County of Wayne has approved the sale at the February 6, 2024 Board meeting and then conducted the upset bid process; and

WHEREAS, the County has requested concurrence from the City on the sale for the winning offer in the amount of \$1,980.00 (One Thousand Nine Hundred Eighty Dollars and no/100) from Community Technical Assistance, Inc.

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

- 1) The City Council declares the properties as surplus.
- 2) The City Council authorizes the sale of the property described above through North Carolina General Statute §160A-269.
- 3) City Council further authorizes and empowers City officials to execute the instruments necessary to convey the property to the Offeror.
- 4) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor, IV
Mayor

Attested by:

City Clerk

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2024- 5 : A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE

WHEREAS, the County and City have acquired a property interest a piece of property located at, 1007 N. John Street, Goldsboro having a parcel identification number of PIN: 3600009813) and being more particularly described in that deed recorded in Deed Book 2883, Page 395 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County and the City of Goldsboro obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the Staff Attorney and County Manager have recommended that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for these properties; and

WHEREAS, NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$1,980.00, submitted by Community Technical Assistance, Inc.; and

WHEREAS, Community Technical Assistance, Inc. has paid the required five percent (5%) deposit on its offer;

NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

- 1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.
- 2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
- 3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
- 4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

- 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.
- 7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
- 8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to refer the matter to the City of Goldsboro by the City Council and, pending approval by said body, execute the instruments necessary to convey the property to Community Technical Assistance, Inc.

Passed and adopted this the 6th day of February, 2024

Chris Gurley, Chairman

Wayne County Board of Commissioners

ATTEST:

Carol Bowden, Clerk to the Board

4/27/24, 5:57 PM Appraisal Card

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SUBJECT:

Authorization of sale of jointly owned property for 1310 N. Carolina Street

(Community Technical Assistance, Inc.)

BACKGROUND:

Wayne County has requested concurrence by the City Council for jointly owned city/county-owned property. The County conducted the sale under the upset bid process (NCGS §160A-269), and the final upset bid was

approved at the February 6, 2024 commissioners meeting.

DISCUSSION:

Buyer: Community Technical Assistance, Inc.

Sales Price: \$2,350.00

1310 N. Carolina Street

Tax Value: \$2,350.00

Pin #: 2690818722

RECOMMENDATION:

It is recommended that the City Council, by motion:

 Adopt attached resolution declaring the property surplus and authorizing City officials to execute instruments necessary to transfer ownership for 1310 N. Carolina Street to Community Technical

Assistance, Inc.

Date: 4/27/2024

Catherine F. Gwynn, Finance Director

Date: 4/30/24

Matthew S. Livingston, Interim City Manager

RESOLUTION NO. 2024- 56

RESOLUTION AUTHORIZING SALE OF SURPLUS REAL PROPERTY UNDER NCGS § 160A-269

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain property, <u>1310 N. Carolina</u> Street (NC Pin #2690818722); and

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

WHEREAS, the County of Wayne has approved the sale at the February 6, 2024 Board meeting and then conducted the upset bid process; and

WHEREAS, the County has requested concurrence from the City on the sale for the winning offer in the amount of \$2,350.00 (Two Thousand Three Hundred Fifty Dollars and no/100) from Community Technical Assistance, Inc.

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

- 1) The City Council declares the properties as surplus.
- 2) The City Council authorizes the sale of the property described above through North Carolina General Statute §160A-269.
- 3) City Council further authorizes and empowers City officials to execute the instruments necessary to convey the property to the Offeror.
- 4) The City reserves the right to withdraw the property from sale at any time before ownership is transferred and recorded.

This resolution shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor, IV

Mayor

Attested by:

Laura Getz

City Clerk

NORTH CAROLINA

WAYNE COUNTY

RESOLUTION #2024- : A RESOLUTION DECLARING SURPLUS REAL PROPERTY AND AUTHORIZING ITS SALE

WHEREAS, the County and City have acquired a property interest a piece of property located at, 1310 N. Carolina Street, Goldsboro having a parcel identification number of PIN: 2690818722) and being more particularly described in that deed recorded in Deed Book 3169, Page 548 in the Office of the Register of Deeds for Wayne County ("Property"); and

WHEREAS, the County and the City of Goldsboro obtained an interest in this property through tax foreclosure proceedings; and

WHEREAS, the Staff Attorney and County Manager have recommended that this property be declared surplus and sold, following a careful review by the Staff Attorney and the Facilities Services Director that determined the County has no use for these properties; and

WHEREAS, NCGS § 160A-269 permits the County to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, the County has received an offer to purchase the property described above, in the amount of \$2,350.00, submitted by Community Technical Assistance, Inc.; and

WHEREAS, Community Technical Assistance, Inc. has paid the required five percent (5%) deposit on its offer;

NOW, THEREFORE BE IT RESOLVED by the Wayne County Board of Commissioners that:

- 1. The Board of Commissioners declares the property described above surplus and authorizes the sale of the Property through upset bid procedure of North Carolina General Statute §160A-269.
- 2. A notice of the proposed sale shall be published which shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
- 3. Any person may submit an upset bid to the Clerk to the Board within 10 days after the notice of sale is published. Once a qualifying higher bid has been received, that bid will become the new offer.
- 4. If a qualifying higher bid is received, new notice of upset bid shall be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Board of Commissioners.

- 5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
- 6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The County will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The county will return the deposit of the final high bidder at closing.
- 7. The County reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
- 8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate County officials are authorized to refer the matter to the City of Goldsboro by the City Council and, pending approval by said body, execute the instruments necessary to convey the property to Community Technical Assistance, Inc.

Passed and adopted this the 6th day of February, 2024

hris Gurley, Chairman

Wayne County Board of Commissioners

ATTEST:

Carol Bowden, Clerk to the Board

4/27/24, 6:09 PM Appraisal Card

WAYNE COUNTY 4/27/2024 6:09:44 PM WAYNE COUNTY & 1310 N CAROLINA ST CITY OF GOLDSBORO Return/Appeal Notes: Parcel: 2690818722 PLAT: / UNIQ ID 48816 ID NO: 12000078003004 COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100) CARD NO. 1 of 1 Reval Year: 2019 Tax Year: 2024 LT 25 ORMOND ANNEX Appraised by 60 on 01201 NORTHSIDE OF TOWN 1.0000 LT SRC= TW-12 CI-01 FR-00 EX-2 **LAST ACTION 20170729** CONSTRUCTION DETAIL DEPRECIATION CORRELATION OF VALUE MARKET VALUE TOTAL POINT VALUE Eff. BASE BUILDING ADJUSTMENTS USE MOD Area RATE EYB AYB CREDENCE TO TOTAL ADJUSTMENT FACTOR % GOOD DEPR. BUILDING VALUE - CARD 01 00 DEPR. OB/XF VALUE - CARD TYPE: SINGLE FAMILY RESIDENTIAL MARKET LAND VALUE - CARD TOTAL MARKET VALUE - CARD TOTAL QUALITY INDEX 2,350 STYLE: 2,350 TOTAL APPRAISED VALUE - CARD 2,350 TOTAL APPRAISED VALUE - PARCEL 2,350 TOTAL PRESENT USE VALUE - PARCEL TOTAL VALUE DEFERRED - PARCEL TOTAL TAXABLE VALUE - PARCEL \$ 2,350 PRIOR BUILDING VALUE OBXF VALUE LAND VALUE 2,350 PRESENT USE VALUE DEFERRED VALUE TOTAL VALUE 2,350 PERMIT CODE DATE NUMBER AMOUNT ROUT: WTRSHD: SALES DATA OFF. RECORD DATE INDICATE SALES DEED BOOK PAGE MOYR PRICE TYPE 03169 7 2015 5 1996 WD C 01536 0876 WD 26000 01342 0398 WD 25000 01117 0162 198 U 4000 HEATED AREA NOTES NEW WOOD SIDING & GAS PAC FOR 1991 12/03-HSE BURNED-NO VALUE ISE GONE FOR 2005 SUBAREA UNIT ORIG % ANN DEP OB/XF DEPR SIZE RPL CODEQUALITY DESCRIPTION COUNT LTH WTH UNITS FACT AYBEYE VALUE GS TYPE TOTAL OB/XF VALUE FIREPLACE SUBAREA TOTALS BUILDING DIMENSIONS LAND INFORMATION OTHER ADJUSTMENTS AND NOTES HIGHEST **ADJUSTED OVERRIDE** LAND AND BEST USE LOCAL FRON **DEPTH** LND COND ROAD UNIT LAND UNT TOTAL LAND CODE ZONING UNITS TYP ADJST UNIT PRICE VALUE NOTES TAGE DEPTH / SIZE MOD FACT RF AC TYPE PRICE VALUE USE 47.00 0100 50 127 0.9400 50.000 50.0 0.940 235 TOTAL MARKET LAND DATA 2,350 TOTAL PRESENT USE DATA

SUBJECT: Accept or Reject Initial Bid and Authorize Finance to Advertise for Upset

Bids for 114 S. Slocumb Street to TWB Property Services, Inc.

BACKGROUND: Staff has received an offer to purchase city owned property. Council must

either accept or reject the offer, and if accepted authorize advertisement for

upset bids (G.S. 160A-266 and 160A-269).

DISCUSSION: The following offer has been received for the sale of surplus real property

under Negotiated offer, advertisement, and upset bid process (G.S.

§160A-266(a) (3))

114 S. Slocumb Street

Offeror: TWB Property Services, Inc.

Offer: \$5,000.00

Bid Deposit: \$250.00

Parcel #: 50976 Pin #: 3509144522 Tax Value: \$5,220.00 Zoning: R-6

The offer is at least 50% of the tax value of the property. The bid deposit

of 5% has been received in the form of a business check.

The offeror, TWB Property Services, Inc., is current and active with the

NC Secretary of State.

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

1. Accept or reject the offer for 114 S. Slocumb Street.

2. If accepted, adopt attached resolution authorizing Finance to advertise

for upset bids.

Date: 4/27/24

Catherine F. Gwynn, Finance Director

Date:

Matthew S. Livingston, Interim City Manager

RESOLUTION NO. 2024- <u>57</u>

RESOLUTION AUTHORIZING UPSET BID PROCESS

WHEREAS, the City of Goldsboro owns certain real property at 114 S. Slocumb Street (Pin #3509144522); and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$5,000.00 (Five Thousand Dollars and no/100) submitted by TWB Property Services, Inc. (Offeror); and

WHEREAS, Offeror has paid the required five percent (5%) deposit on his/her offer in the amount of \$250.00 (Two Hundred Fifty Dollars and No/100).

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

- 1) The City council declares this property as surplus.
- 2) The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- 3) The Finance Director shall cause a notice of the proposed sale to be published in a newspaper of general circulation within its jurisdiction. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- 4) Persons wishing to upset the offer that has been received shall submit a <u>sealed bid</u> with their offer to the office of the Finance Director at 200 N. Center Street, Goldsboro, NC 27530 during normal business hours within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Finance Director shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- 5) Upset offer and deposit shall be delivered in a sealed envelope. The written offer proposal must include the name of the person or business making the offer, address of said property, and Wayne County parcel identification number. The offer shall be signed by the individual or person with signature authority if a business entity. The outside of the sealed envelope should have the address of the property, the words "Upset Bid" and include the address of the Property.
- 6) The City of Goldsboro reserves the right to reject any or all offers at any time.
- 7) If a qualifying higher bid is received, the Finance Director shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
- 8) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that existing offer and five percent (5%) of the remainder of that existing offer.
- 9) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such, the return of the deposit will then be issued within 10 days of confirmation of clearing. The city will refund the deposit of the final high bidder at closing or apply to the sales price, as determined at the time of closing by the Finance Director.
- 10) Any Offeror's bid deposit shall be refunded if it is not the final high bidder; or if mutually agreeable terms cannot be settled upon if no upset bids are received, provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such. Refund will be issued within 10 days of confirmation of clearing.

- 11) The terms of the final sale are:
 - a) City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed.
 - b) Buyer must pay with cash at the time of closing.
 - c) Buyer must pay closing costs.
- 12) The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
- 13) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This resolution shall be in full force and effect from and after this 6th day of May, 2024.

Charles Gaylor, IV

Mayor

Attested by:

Laura Getz

City Clerk

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I, TWB Property	Services Inc - (President) would like to	offer the
City of Goldsboro the sum of	of \$5,600	_ for the
purchase of property at the f	following location:	
Parcel: 3509	144522	
Street: <u>5.5\</u>	ocumb St	_
	Signed:	
	Date: 3-27-2625	/
Name	TAYlor Braswell	
Address:	166 Trailing Bluff Way Garner, NCZ	.7529
Phone:	919-255-2625	
Email:	braswell flo@gnail.com	
Amount of Bid Deposit:	\$250.00	

TRUIST HH

GARNER, NC 27529

Memo Deposit. S. Slocamo St

2407

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK

4/27/24, 6:30 PM Appraisal Card

WAYNE COUNTY 4/27/2024 6:30:24 PM CITY OF GOLDSBORO 114 S SLOCUMB ST Return/Appeal Notes: Parcel: 3509144522 PLAT: / UNIQ ID 50976 ID NO: 12000004003001 76121320 COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100) CARD NO. 1 of 1 Reval Year: 2019 Tax Year: 2024 112-114 S SLOCUMB ST Appraised by 60 on 01403 SOUTHSIDE 1.0000 LT TW-12 SRC= CI-01 FR-00 EX-5 LAST ACTION 20190624 CONSTRUCTION DETAIL DEPRECIATION CORRELATION OF VALUE MARKET VALUE TOTAL POINT VALUE BASE Eff. BUILDING ADJUSTMENTS USE MOD RATE EYB AYB CREDENCE TO TOTAL ADJUSTMENT FACTOR % GOOD DEPR. BUILDING VALUE - CARD 10 00 DEPR. OB/XF VALUE - CARD TYPE: COMMERCIAL MARKET LAND VALUE - CARD TOTAL MARKET VALUE - CARD TOTAL QUALITY INDEX 5,220 STYLE: 5,220 TOTAL APPRAISED VALUE - CARD 5,220 TOTAL APPRAISED VALUE - PARCEL TOTAL PRESENT USE VALUE - PARCEL TOTAL VALUE DEFERRED - PARCEL TOTAL TAXABLE VALUE - PARCEL \$ 5,220 PRIOR BUILDING VALUE OBXF VALUE LAND VALUE 5,220 PRESENT USE VALUE DEFERRED VALUE TOTAL VALUE 5,220 PERMIT CODE DATE NUMBER AMOUNT ROUT: WTRSHD: SALES DATA OFF. RECORD DATE INDICATE SALES DEED BOOK PAGE MOYR PRICE TYPE Q/UV/ 2019 2005 WD 6500 5 3 I U 02301 WD 10000 0702 1901 WD Ū 00979 0091 WD U HEATED AREA NOTES BLDG POOR CNDTN P11-07 DEMO FOR 2008 SIZE FACT SUBAREA UNIT ANN DEP ORIG % OB/XF DEPR CODEQUALITY DESCRIPTION COUNT LTH WTH UNITS COND VALUE RPL TYPE AREA 9 CS TOTAL OB/XF VALUE FIREPLACE SUBAREA BUILDING DIMENSIONS LAND INFORMATION OTHER ADJUSTMENTS AND NOTES HIGHEST LAND USE FRON DEPTH COND UNT TOTAL **ADJUSTED** LAND OVERRIDE LAND LOCAL LND ROAD UNIT AND BEST LAND USE CODE ZONING TAGE DEPTH / SIZE MOD FACT PRICE UNITS TYP ADJST UNIT PRICE VALUE VALUE NOTES 1000 1000 R-6 201 1.0700 1.0000 65.00 75.000 FF 1.070 TOTAL MARKET LAND DATA TOTAL PRESENT USE DATA

SUBJECT:

Amending a Special Revenue Fund Ordinance - Fire Other Restricted

Revenue Funds (F3110)

BACKGROUND:

At the September 6, 2022 Council meeting, Council authorized the establishment of a grant project ordinance for the Fire Other Restricted Revenue Fund (F3110) in order to create more transparency in the collection and disbursement of funds received from various donations, local grants, fundraisers and other restricted revenue sources for the Fire

department.

DISCUSSION:

On April 16, 2024, the Fire department was awarded a grant from the Office of State Fire Marshall in the amount of \$17,500 for the summer fire camp grant. Also, the department has received donations earmarked for summer camps to be taught by the Fire department in the amount of \$4,605. It is necessary to appropriate the expenditures in order for the department to begin fulfilling the terms of the grant and donations. The expenditures will be funded with an appropriation of grant and donation

revenue.

RECOMMENDATION: It is recommended that the amendment to the Special Revenue Fund Ordinance for the Fire Other Restricted Revenue Funds (F3110) be

adopted.

Catherine F. Gwynn, Finance Director

Matt Livingston, Interim City Manager

ORDINANCE NO. 2024-14

AN ORDINANCE AMENDING THE SPECIAL REVENUE FUND FOR THE FIRE OTHER RESTRICTED REVENUE FUND (F3110)

WHEREAS, the City of Goldsboro Fire Department receives revenues from grants, and conducts various fundraisers and receives various donations, and bequests to help provide safety and education for the citizens and community; and

WHEREAS, on September 6, 2022 Council authorized the establishment of the Fire Other Restricted Revenue Fund (F3110) in order to account for the grants, fundraisers, donations, bequests, and other miscellaneous monies obtained through these sources to provide more accountability, transparency, and a more efficient means to track and manage these funds; and

WHEREAS, on April 16, 2024 the City of Goldsboro Fire department was awarded the OSFM/BCBS grant in the amount of \$17,500 from the Office of State Fire Marshall for a summer fire camp; and

WHEREAS, additional grant revenue and donations in the amount of \$4,605 have been received for the purpose of summer camps taught by the Fire department, and it is necessary to appropriate the revenue and expenditures so that the department may execute the programs and fulfill the terms of the grant.

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

Section 1: The City Council hereby accepts the grant funds from the State of North Carolina Office of the State Fire Marshall for the purpose of funding a fire summer camp, and authorizes the Interim City Manager or their designee to execute the necessary documents for the acceptance and execution of the grant.

Section 2: The following amounts are appropriated for the Project: Fire Other Restricted Revenue Fund (F3110)

	Curr	ent Budget		amended Budget		ncrease Decrease)
Revenues:						
NC State Office of Fire Marshall Grant	\$	-	\$	17,500.00	\$	17,500.00
Local Donations Fire Department - Walmart		2,000.00		2,000.00		-
Local Donations Fire Department - Summer Camps		2,050.00		6,655.00		4,605.00
Total Revenues	\$	4,050.00	\$	26,155.00	\$	22,105.00
Expenditures:			180	NO MANAGEMENT STREET	100	
Grant Expenditures Fire Department - Walmart	\$	2,000.00	\$	2,000.00	\$	-
Grant Expenditures Fire Department - Summer Camps		2,050.00		6,655.00		4,605.00
Grant Expenditures Fire Department - NCOFSM Summer Camp		-		17,500.00		17,500.00
Total Expenditures	\$	4,050.00	\$	26,155.00	\$	22,105.00

Section 3: Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Budget Officer, and the Finance Officer within five days of adoption, if requested.

This Ordinance shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor IV

Mayor

Attested by:

Laura Getz City Clerk



BRIAN TAYLOR STATE FIRE MARSHAL

April 16, 2024

To: Goldsboro Fire Department

Attn- Jhante Reyes

Thank you for your interest in the Summer Fire Camp Grant. This letter is to inform you that your application has been accepted and you have been awarded the OSFM/BCBS grant in the amount of \$ 17,500

I know that our youth are play a vital role in the future of the fire service. I would like to personally thank you for creating an amazing program to enrich the lives of our future firefighters and taking an active approach in your community.

My team and I would love the opportunity to visit your camp and watch your department in action with the kids if possible.

You will be receiving a phone call from my assistant or someone at OSFM to make sure we have all proper documentation so that you may receive your funds.

If you have any questions, please feel free to contact Heather Roegner at 919-647-0002.

Thank you for all you do.

Respectfully,

State Fire Marshal

BRIAN TAYUR

SUBJECT: Amending a Special Revenue Fund Ordinance – Police Other Restricted

Revenue Funds (P3104)

BACKGROUND: On June 17, 2019 City Council approved the creation of a special

revenue fund for the Police Department to create more transparency in the collection and disbursement of funds received from special court allocations, storage fees, various fundraisers, donations, sale of found property, and other restricted revenue sources for the police department.

DISCUSSION: The Police department has received \$4,901.00 in various donations. It is

necessary to appropriate these revenues so that the Police department may expend them according to the applicable purpose. The table below

provides additional details.

Entity	Purpose	Date Received	Amount
Walmart	Shop with a Cop Donation	Dec 2023-Jan	\$3,600.00
		2024	
Private Citizen Donations	Donations for Community	Nov 2023-Apr	\$1,301.00
	Police Services	2024	
	Total Rev	\$4,901.00	

RECOMMENDATION: By motion, Council adopt the attached Project Budget Ordinance amendment for the Police Other Restricted Revenue Funds (P3104).

Date: 4/27/24

Catherine F. Gwynn, Finance Director

Date: _________

Matthew Livingston, Interim Lity Manager

ORDINANCE NO. 2024- | 5

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

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

WHEREAS, it is necessary to appropriate expenditures for the purpose of providing material and supplies for the operation of the police department, and this will be funded with donations and local grants from Walmart.

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

Section 1: To authorize revenue and expenditure appropriations as follows: Police Other Restricted Revenue Fund (P3104)

	Cur	rent Budget	Amended Budget	Increase (Decrease)	
Revenues:					
Donations - Police	\$	3,910.00	\$ 5,211.00	\$ 1,301.00	
Investment Interest		191.63	191.63	-	
Miscellaneous Revenue		2,241.75	2,241.75	1-1	
Special Court Allocations		-	-	-	
Sales of Restricted Surplus-Law Enforcement Support Office (LESO)		5,101.17	5,101.17	-	
Donations - National Night Out		487.84	487.84	· - :	
Donations - Heroes Donation		275.00	275.00	-	
Donations - Walmart		19,631.50	23,231.50	3,600.00	
Fundraising Law Enforcement Calendar Project		16,000.00	16,000.00	-	
Fundraising Law Enforcement K9 Unit		583.00	583.00	-	
Property Room.com Found Guns		15,860.01	15,860.01		
Property Room.com Found Other Property		736.00	736.00	-	
Total Revenues	\$	65,017.90	\$69,918.90	\$ 4,901.00	
Expenditures:					
Law Enforcement Supplies	\$	6,343.38	\$ 7,644.38	\$ 1,301.00	
Law Enforcement Supplies - Special Court Allocation		-	-	-	
Law Enforcement Supplies - LESO Funding		5,101.17	5,101.17	-	
Law Enforcement Supplies - National Night Out		487.84	487.84	-	
Law Enforcement Supplies - Heroes Donation		275.00	275.00	-	
Law Enforcement Supplies - Walmart Grant		19,631.50	23,231.50	3,600.00	
Law Enforcement Supplies - Calendar Project		16,000.00	16,000.00	-	
Law Enforcement Supplies - K-9 Unit		583.00	583.00	-	
Law Enforcement Supplies - Property Room Found Guns		15,860.01	15,860.01	-	
Law Enforcement Supplies - Property Room Found Other		736.00	736.00	-	
Total Expenditures	\$	65,017.90	\$69,918.90	\$ 4,901.00	

Section 2: Copies of this budget ordinance shall be furnished by the City Clerk to the Council, the Budget Officer, and the Finance Officer within five (5) days of adoption, if requested.

This Ordinance shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylo

Mayor

Attested by:

Laura Getz City Clerk

SUBJECT: Amending the Parks & Recreation Special Revenue Fund Ordinance

(G1107)

BACKGROUND: On June 15, 2020, the City Council authorized the establishment of a

special revenue fund to track the various donations and sponsorships in which the donor/sponsor has requested that the funds be spent on

various special programs sponsored by Parks & Recreation.

DISCUSSION: Parks and Recreation have received several donations and sponsorships

related to sports tourism totaling \$13,978.60.

Communities Supporting Schools
Adrian Worrell (Swim Lessons)

NC Tennis Association
Capital Area Soccer League, Inc/NCFC Youth
Total

\$ 250.00
\$ 4,000.00
\$ 9,228.60
\$ 13,798.60

These revenues need to be appropriated to support expenditures within

the scope of the fund.

RECOMMENDATION: It is recommended that the attached Grant Project Budget Ordinance to

amend the Parks & Recreation Special Revenue Fund (G1107) be

adopted.

Date: 4/27/24 Athline of Gran

Catherine F. Gwynn, Finance Director

Date: 4/38/24 Matthew S. Livingston, Interim City Manager

ORDINANCE NO. 2024- / 6

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

WHEREAS, the City Council of the City of Goldsboro authorized the establishment of a grant project fund on June 15, 2020 to maintain special programs for the Parks and Recreation Department where donors and sponsors have restricted the use of the funding; and

WHEREAS, the City has received various donations and sponsorships from generous citizens and sponsors to help provide recreational activities at its facilities promoting the health, welfare, and well-being of persons of all ages and abilities; and

WHEREAS, it is necessary to appropriate expenditures related to these special programs and this will be funded with various donations, sponsorships, and other funding sources restricted to the scope of programs developed.

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

Section 1: To authorize revenue and expenditure appropriations as follows: Parks & Recreation Special Revenue Fund (G1107)

	Cur	rent Budget	Ame	nded Budget	ncrease Decrease)
Revenues:					
Donations & Sponsorships - Poultry/Beak Week	\$	-	\$	-	\$ _
Donations & Sponsorships - Sports Tourism Programs		28,556.87		42,535.47	13,978.60
Donations & Sponsorships - Challenger Football		2,500.00		2,500.00	-
Donations & Sponsorships - Duke RX for Play		5,948.29		5,948.29	-
Transfer from the General Fund		8,631.00		8,631.00	-
Total Revenues	\$	45,636.16	\$	59,614.76	\$ 13,978.60
Expenditures:					
Poultry/Beak Week Expenditures	\$	1,068.00	\$	1,068.00	\$ -
Sports Tourism Programs		34,842.87		48,821.47	13,978.60
Challenger Football Program		3,777.00		3,777.00	-
Duke RX for Play Program		5,948.29		5,948.29	-
Total Expenditures	\$	45,636.16	\$	59,614.76	\$ 13,978.60

Section 2: Copies of this budget ordinance shall be furnished by the City Clerk to the Council, the Budget Officer, and the Finance Officer within five (5) days of adoption, if requested.

Charles Gaylor, I

This Ordinance shall be in full force and effect from and after the 6th day of May, 2024.

Attested by:

Laura Getz City Clerk

Item	S

SUBJECT:

Establishing a Grant Project Fund Ordinance – Big Ditch Restoration (S1109)

BACKGROUND:

Council adopted a Goldsboro Community Floodprint as presented by NC State University Coastal Dynamic Design Lab at the November 6, 2023 meeting. The City of Goldsboro recognized the need to improve its infrastructure and restore the Big Ditch stream corridor between South John Street and East Chestnut Street and was awarded a grant through the NC State Appropriations Act of 2023. Council accepted the award of \$2,000,000.00 by resolution on November 23, 2023. The grant will be spent to improve the floodplain which includes a 2,300 linear foot reach of the Big Ditch corridor, upgrade three culvert/bridge conditions and create a floodplain park with the Elmwood Community.

DISCUSSION:

State and Federal grant requirements call for the City to establish a means of tracking the expenditures for Single Audit purposes so that external auditors can verify compliance with the various Federal and State grant guidelines in the compliance supplements. The purpose of this project qualifies as a grant project under G.S. § 159-13.2, and staff requests that the Council appropriate expenditures in the amount of \$2,000,000.00. This will be funded with State grant revenue.

RECOMMENDATION: It is recommended that the attached Grant Project Ordinance for the Big Ditch Restoration Project(S1109) be adopted for \$2,000,000.00.

Date 4/28/24

Catherine F. Gwynn, Finance Director

Date: 4/30/24

Matthew S. Livingston, Interim City Manager

ORDINANCE NO. 2024- | 7

AN ORDINANCE CREATING THE GRANT PROJECT FUND FOR THE BIG DITCH STREAM RESTORATION (S1109)

WHEREAS, the City of Goldsboro desires to provide for the health, safety and welfare of its residents and citizens, and there is a need to improve sections of the Big Ditch where a functioning floodplain no longer exists for most of the stream which results in a wide range of social, environmental, and economic impacts that affect the entire community; and

WHEREAS, at the November 6, 2024 council meeting, Coastal Dynamics Design Lab gave a presentation on the Goldsboro Community Floodprint that resulted from a study using an environmental and community planning approach called "floodprinting" to address flooding issues in the community, and discussed the Big Ditch stream restoration and infrastructure improvements, the municipal golf course, and the wastewater treatment plant flood mitigation. Council adopted a resolution at the same meeting supporting the Goldsboro Community Floodprint plan presented; and

WHEREAS, the Big Ditch Restoration and Infrastructure Improvements will restore approximately 2300 linear feet of stream, upgrade three culvert/bridge conditions, and create a floodplain park within the Elmwood Terrace community; and

WHEREAS, at the November 20, 2024 meeting, Council adopted a resolution accepting funding from the NC State Appropriations Act of 2023 State Emergency Response and Disaster Relief Fund which appropriated to the City \$2M for the Big Ditch Restoration and Infrastructure Improvements project that will pay for the City's 25% match of a \$7.5M project as presented to Council on November 6, 2023, by the NC State University Coastal Dynamics Design Lab; and

WHEREAS, the terms of the grant require that the funds be accounted for in a separate fund; and

WHEREAS, it is necessary to appropriate the expenditures for the engineering, professional services and construction costs associated with the Project, and this will be funded with an appropriation of grant revenue to fulfill the local cost match requirement of the FY2023 FEMA BRIC subapplication for the Big Ditch project.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following Capital Project Ordinance for the Big Ditch Stream Restoration Project is hereby adopted:

Section 1: The Capital Project herein authorized ("Project") is for restoration of the Big Ditch and infrastructure improvements, to be funded by a grant from the State Emergency Response and Disaster Relief fund.

Section 2: The officers of the City of Goldsboro are hereby directed to proceed with the Project within the terms of the Board resolution, grant documents and the budget contained herein.

Section 3: The following amounts are appropriated for the Project:

Big Ditch Stream Restoration (FEMA BRIC \$5M/State Directed Appropriation \$2M)

	Cu	rrent Budget
Revenues:		
State Approp Gr-NCDPS Big Ditch	\$	2,000,000.00
Transfer from Utility Fund		
Total Revenues	\$	2,000,000.00
Expenditures:		
Project-Big Ditch Stream Restoration (State Approp \$2M)	\$	2,000,000.00
Project-Big Ditch Stream Restoration (FEMA BRIC)		
Total Expenditures	\$	2,000,000.00

Section 4: The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient, specifically detailed accounting records to satisfy the requirements of the funding agency, the funding agreements, and state and federal regulations.

Section 5: The Finance Officer is directed to report, on a quarterly basis, on the financial status of each Project in Section 3 and on the total grant revenues received or claimed.

Section 6: Copies of this Capital Project Ordinance shall be furnished by the Clerk to the Governing Board, to the Budget Officer, and the Finance Officer within five days of adoption, if requested, for direction in carrying out the Project.

This Ordinance shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor, IV

Mayor

Attested by:

Laura Getz City Clerk

North Carolina Department of Public Safety Directed Grants Agreement

AGREEMENT # CITY OF GOLDSBORO 2023-2024 FY 2023 DEPARTMENT OF PUBLIC SAFETY DISASTER RELIEF AND RECOVERY/MITIGATION/RESILIENCY DIRECTED GRANT, NC APPROPRIATIONS ACT OF 2023, HOUSE BILL 259, SECTION 5.3(a)-(c) & SECTION 5.6(a)-(l)

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the City of Goldsboro (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is **56-6000228.**

1. PURPOSE & AUTHORITY

The purpose of this Memorandum of Agreement (MOA) is to establish roles, responsibilities and procedures to implement the terms and conditions of the FY 2024 Department of Public Safety Disaster Relief and Recovery/Mitigation/Resiliency Directed Grant, NC Appropriations Act of 2023, House Bill 259, Sections 5.3(a)-(c) and 5.6(a)-(l). The purpose of this grant is to provide directed grants to non-state entities established in accordance with appropriations contained in Session Law 2023-134 (HB 259) for disaster relief, recovery, mitigation, and resiliency.

This grant award and MOA are authorized under the provisions of: (1) NC Appropriations Act of 2023, House Bill 259 / SL 2023-134. The funds awarded under this grant must be used in compliance with all applicable federal, state, local and tribal laws, and regulations, including N.C.G.S. §§ 143C-6-21, 143C-6-22, 143C-6-23 and 09 NCAC 03M, and for governmental entities and public authorities subject to the Local Government Commission (LCG), N.C.G.S. Chapter 159 and 20 NCAC 03. By accepting this award, RECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

2. EFFECTIVE TERM & PERIOD OF PERFORMANCE

This Agreement shall become effective upon signature by the Parties and this agreement shall terminate on June 30, 2028. Notwithstanding the effective date of this agreement, the period of performance (POP) for this directed grant is retroactive to July 1, 2023, the first day of state fiscal year 23-24, and the last day of the POP is June 30, 2028, the last day of state fiscal year 27-28 (Section 5.6(l)). Recipient must expend or encumber all directed grant funds within the POP. Expend or encumber are defined in N.C. Gen. Stat. § 143C-1-1, which is incorporated here by reference. Unless otherwise expressly authorized by AGENCY, any directed grant funds not expended or encumbered within the POP must be returned by RECIPIENT to AGENCY within 30 days of the end of the POP.

3. **DEFINITIONS**

- ➤ Closeout: the final grant stage where, after completion of the scope of work, the RECIPIENT submits supporting documentation to AGENCY that funds have been expended consistent with their purpose in a fiscally responsible manner and the AGENCY administratively reviews the information and notifies RECIPIENT of administrative closing of the grant. See section 14 for closeout requirements.
- ➤ Directed Grant: legislatively directed grants to non-state entities. These grants provide a specific amount of state funds be directed to a named organization for a purpose described in the appropriations act in which the grant was included.
- Monitoring: The process of ensuring State funds are used responsibility and according to their purpose which involves a system of educating, reviewing, tracking, and reporting on the use of grant funds.
- Level I: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

- Level II: A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- Level III A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- Non-Compliance: failure by the grant awardee to follow the terms of this agreement, applicable federal or state law, and/or to use funds inconsistently with the purpose of the directed grant as defined by the General Assembly. See section 7 Monitoring and Auditing.
- ➤ General Assembly: the bicameral legislature of the State of North Carolina, consisting of the State House of Representatives and State Senate.
- Encumbrance: As defined by the State Budget Act, N.C. Gen. Stat. § 143C-1-1, A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided by the State, or other legally binding agreement.
- ➤ Budget: As defined by the State Budget Act, N.C. Gen. Stat. § 143C-1-1, A plan to provide and spend money for specified programs, functions, activities, or objects during a fiscal year.

4. RECIPIENT'S RESPONSIBILITIES

The RECIPIENT is responsible for all the following:

Required Documents/Forms

RECIPIENT must submit the following documents to AGENCY upon execution of this MOA:

- i. W-9 (09 NCAC 03M .0202)
- ii. Electronic Payment / Vendor Verification Form (09 NCAC 03M .0202)
- iii. Conflict of Interest Policy (G.S. 143C-6-23. (b))
- iv. Sworn (Notarized) No Overdue Tax Debt Certification (G.S. 143C-6-23.(c))

Scope of Work and Budget (Attachment A)

RECIPIENT must provide a Scope of Work & Budget to AGENCY, and the Scope of Work & Budget must be approved by AGENCY before AGENCY can release any funds to RECIPIENT under this agreement.

The Scope of Work clearly and concisely defines the specific project(s) to be completed with the directed grant funds in this agreement, identifies the gaps and/or priorities addressed by the project(s), and provides the timeline and budget for the project(s). RECIPIENT is required to use the funds in the amounts as set forth in RECIPIENT's Budget. RECIPIENT must submit an amended budget to AGENCY if RECIPIENT wants to reallocate and/or redistribute the funds from a previously approved budget. See **Attachment A** for Scope of Work template including budget.

Quarterly Reports (Attachment B)

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed the amount allocated by the General Assembly **\$2,000,000.00**.

RECIPIENT must submit a **Quarterly Report** (90-day) to AGENCY for every quarter of the POP. Quarterly reports are due within 15 calendar days of the end of each quarter as follows:

☐ 1st July 01 – September 30 (Due October 15)
☐ 2nd October 01 to December 31 (Due January 15)

3rd January 01	to March	31 (I	Due Ap	ril 15)
4th April 01 to	June 30	Due]	July 15)	

Quarterly reports shall at a minimum include:

- i. Period stating beginning balance of the Project Fund.
- ii. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g., program related staffing).
 - b. Service and Contract expenses (e.g., utilities, telephone, data, lease related expenses).
 - c. Goods (e.g., supplies and equipment) expenses.
 - d. Administration Expenses (e.g., overhead & project management).
 - e. Other expenses (e.g., related charges not assigned above and described by RECIPIENT).
- iii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
- iv. A descriptive summary of how the funds were used including outcomes and specific deliverables. or accomplishments to date.
- v. **Attachment B** is a copy of the quarterly report.
- vii. Quarterly reports shall be email: michael.grant@ncdps.gov

Request for Payment (Attachment B)

RECIPIENT must submit requests for payment of funds to AGENCY with all required documentation attached for \$500,000.00 distributed quarterly, not to exceed a total of \$2,000,000.00. Once AGENCY is satisfied that RECIPIENT has provided all required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to cost center(s) 206631 56601573 1901176 in the North Carolina Financial System (NCFS).

RECIPIENT shall complete a "Request for Payment of Appropriation(s) from North Carolina General Fund" each quarter and submit to AGENCY, along with all required documentation. Funds will be paid quarterly after AGENCY receives all required documentation, including quarterly reports. See **Attachment B** for request for payment template.

Other Conditions

Pursuant to N.C.G.S 143C-1-1, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

RECIPIENT must complete any procurement(s) and expenditures no later than the end of the POP on June 30, 2028 (Section 5.6(l)). Funds allocated in this section that are not expended or encumbered by June 30, 2028, shall revert to the State Emergency Response and Disaster Relief Reserve.

No Match Requirement. RECIPIENT is not required to provide matching funds in cash or in-kind for this award.

<u>Indirect Costs</u>. No indirect costs will be charged to this award.

Municipalities, counties, and other entities subject to the Local Government Commission will follow the Local Government Finance Act, N.C.G.S. 159-34.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2022-74, Sec. 5.3(b)5).

Compliance

RECIPIENT understands and acknowledges required compliance with all applicable statutory provisions outlined in N.C.G.S. 143C-6-23 and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecipients.

RECIPIENT shall comply with applicable federal, state, local and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. RECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339 (incorporated by reference in this MOA), and/or termination of the award per 09 NCAC 03M.0801 and 2 CFR 200.340 (incorporated by reference in this MOA). Additional conditions may also be placed on RECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and possible placement of RECIPIENT on the Suspension of Funding List (SOFL) maintained by the State Office of State Budget & Management (OSBM).

Conflict of Interest

Per N.C.G.S. § 143C-6-23(b), RECIPIENT is required to file with AGENCY a copy of RECIPIENT's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. **The policy shall be filed before AGENCY may disburse any grant funds.**

In conjunction with providing the conflict-of-interest policy to AGENCY, RECIPIENT must disclose in writing to AGENCY, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of this grant award.

This includes RECIPIENT's responsibility to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts or subgrants. No employee, officer, or agent may participate in the selection, award, or administration of a contract or subgrant supported by this grant award if he or she has a real or apparent conflict of interest. Such conflicts of interest—would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract or subgrant. The officers, employees, and agents of the RECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts or subgrants. RECIPIENT may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the RECIPIENT. All RECIPIENTs must disclose in writing to RECIPIENT, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting, subcontracting and sub-granting with funds provided under this grant award. Upon request, RECIPIENT must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.

State of North Carolina Reporting Requirements per NCGS 143C-6-23 and 09 NCAC 03M

North Carolina state law (N.C.G.S. 143C-6-23 and 09 NCAC 03M) requires every nongovernmental entity (including non-profit organizations) that receives state or federal pass-through grant funds from state agencies to file annual reports on how those grant funds were used no later than three months after the end of the non-state entity's fiscal year. Government entities including counties and local governments are not required to file these reports.

Audit Requirements

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

If RECIPIENT is a unit of local government in North Carolina, RECIPIENT may be subject to the audit and reporting requirements in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the SUBRECIPIENT and are subject to change (see Local Government Commission for more information). See also 20 NCAC 03 (Local Government Commission).

AGENCY'S DUTIES & PAYMENT PROVISIONS

AGENCY shall ensure that funds allocated and disbursed comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

AGENCY will register all state assistance programs and awards with OSBM as required, and AGENY will comply with the requirements of OSBM's <u>Grants Management System</u> as applicable.

The AGENCY shall pay the RECIPIENT on a quarterly basis with each payment being an equal amount of \$500,000.00 not to exceed total grant amount of \$2,000,000.00. Payment shall be made. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 206631 56601573 1901176.

AGENCY will submit grant monitoring plan(s) to OSBM as required.

AGENCY will provide education and technical assistance to directed grant recipients through one-on-one communication, live group events and/or web-based information to provide instruction on required documents and the process of receiving grant funds.

5. FUNDS MANAGEMENT

Accounting. RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central accounting and grant management system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3 above.

<u>Travel</u>. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this MOA shall be reasonable and supported by documentation. State rates should be used as guidelines and shall not be exceeded. International travel shall not be eligible under this MOA.

<u>Taxes</u>. No taxes will be charged to this award. If eligible, SUBRECIPIENT shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this grant, pursuant to <u>N.C.G.S. 105-164.14</u>; and (b) exclude all refundable sales and use taxes from all reported expenditures.

6. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY				
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220	Allis Talley-Burton, Controller NC Department of Public Safety 2000 Yonkers Rd. Raleigh, NC27699-4220			
Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov	Telephone: 919-866-3668 Fax: 984-920-8887 Email: allis.talley-burton@ncdps.gov			

For the RECIPIENT				
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS			
Matthew S. Livingston, Interim City Manager	Matthew S. Livingston, Interim City Manager			
City of Goldsboro	City of Goldsboro			
200 N. Center St.	200 N. Center St.			
P.O. Drawer A	P.O. Drawer A			
Goldsboro, NC 27533	Goldsboro, NC 27533			
Phone: 919-580-4376	Phone: 919-580-4376			
Fax: 919-580-4344	Fax: 919-580-4344			
Email: MLivingston@goldsboronc.gov	Email: MLivingston@goldsboronc.gov			

7. MONITORING AND AUDITING

RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the RECIPIENT are subject to being audited, inspected, and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting, and related requirements.

AGENCY is required by law to monitor and oversee directed grant funds to ensure State financial assistance is spent consistent with the purposes for which it was awarded, <u>09 N.C.A.C. 03M.0401</u>, and AGENCY will review the documentation provided by RECIPIENT to ensure adequate progress is being made toward achieving project goals and objectives.

AGENCY will assess RECIPENT for risk using the factors adopted by Office of State Budget and Management:¹

Grant Amount

Low: Less than or equal to \$250,000

Moderate: Greater than \$250,000 or less than \$5,000,000

High: Greater than or equal to \$5,000,000

Number of Subrecipients

Low: 0 Moderate: Less than or equal to 5 High: Greater than 5

Entity Type

Low: County, School System Moderate: Municipality, Hospital High: Nonprofit – Construction, Nonprofit-Other, Other

Other factors

Other factors such as staff turnover, system changes, audit findings, monitoring issues and prior experience with grant recipient may also be considered when accessing the risks.

Based on the combination of those three indicators, grantee recipients will be identified with a risk assessment of Low, Moderate or High.

Levels of Monitoring Based on Risk

AGENCY will review financial and performance information for high-risk grantees to ensure each report is completed in accordance with the grant agreement and when expenditures are listed, review for allowability.

Based on time availability, AGENCY will select a sample of medium and low risk grant recipients for the same review as high-risk recipients.

Noncompliance with Agreement Terms

If RECIPIENT fails to comply with any term of this Agreement but the non-compliance is not the result of mismanagement or criminal misuse of funds, AGENCY shall address the non-compliance by

- (1) Communicating the requirements to RECIPIENT.
- (2) Requiring a response from RECIPIENT upon a determination of noncompliance.
- (3) Suspending payments to the RECIPIENT until RECIPIENT complies.

¹ Office of State Budget and Management (OSBM) Recipient Monitoring Plan (May 2022)

If RECPIENT fails to correct the non-compliance within 60 days, AGENCY may

- (1) Terminate this Agreement and seek return of unexpended funds or unauthorized expenditures. And
- (2) Offset future payments with any amounts improperly spent.

If RECIPIENT'S non-compliance includes management deficiencies or criminal activity leading to the misuse of funds, AGENCY shall notify the Office of State Budget and Management and:

- (1) Suspend payments until the matter has been fully investigated and corrective action has been taken.
- (2) Terminate the contract and take action to retrieve unexpended funds or unauthorized expenditures. And
- (3) Report possible violations of criminal statutes involving misuse of State property to the State Bureau of Investigation, in accordance with G.S. 143B-920.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

RECIPIENT will not assign or subcontract without obtaining written approval The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended or unencumbered funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. CLOSEOUT REPORTING REQUIREMENTS

Following the principles of 2 CFR 200.344 (incorporated by reference in this MOA), RECIPIENT must submit to AGENCY, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the grant award, and this MOA.

This includes, at a minimum:

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2028:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

RECIPIENT agrees to submit to all required closeout documentation (final report) to AGENCY within ninety (90) days after expiration of this agreement on June 30, 2028, giving RECIPIENT until September 30, 2028, to submit final report.

AGENCY will not release the final fourth quarter payment to RECIPIENT unless/until RECIPIENT has submitted all required closeout documentation and AGENCY has approved that documentation.

Performance Reporting

The above noted closeout documentation shall include adequate information from RECIPIENT showing qualitative and quantitative results in accomplishing the approved Scope of Work in Attachment A. The purpose of this performance reporting is for RECIPIENT to demonstrate exactly how the grant funds were utilized to accomplish the approved scope of work, as well the impact of the completed work (to the extent known at the time of grant closeout).

Final Accounting & Supporting Documentation

The above noted closeout documentation must include sufficient documentation that approved expenditures have been properly invoiced <u>and</u> paid by RECIPIENT, and that the products and/or services have in fact been received by RECIPIENT. RECIPIENT must provide a final summary of all expenditures funded by this grant. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and amount paid for with grant funds.

RECIPIENT shall also include all legible and complete invoices and receipts detailing the expenses funded with this grant. The total amount of these invoices and receipts shall be equal to the full amount of the award.

If the total amount of these invoices and receipts exceeds the full amount of the award, RECIPIENT is required to clearly indicate the exact amount(s) paid with grant funds, equaling the full amount of the amount.

If the total amount of these invoices and receipts is less than the full amount of the award, AGENCY will reduce the final quarterly payment by the amount of the underrun. If the underrun exceeds the final quarterly payment, RECIPIENT will be required to reimburse AGENCY for the amount of the unrecovered underrun within 30 days of notification by AGENCY.

Invoices, receipts, and associated documentation must contain the following information:

	□ Name and address of the vendor or establishment providing the product or service.
	☐ Vendor/Payee invoice number, account number, and any other unique meaningful identifying
	number.
	☐ Date the product or service was provided.
	☐ Itemized description of all products or services.
	☐ Unit price of products or services (if applicable).
	☐ Total amount charged.
	☐ Proof of payment of expenses associated with the project.
15.	ATTACHMENTS
	All attachments to this Agreement are incorporated as if set out fully herein.
	A. In the event of any inconsistency or conflict between the language of this MOA and the attachments
	hereto, the language of the MOA shall be controlling, but only to the extent of such conflict or
	inconsistency.
	B. This MOA includes the following attachments or documents incorporated by reference as if fully set
	out herein:
	☐ Attachment A - Scope of Work & Budget
	☐ Attachment B - Quarterly Report & Accounting
	☐ Attachment C – State Grant Tax Certification
	☐ Conflict of Interest Policy

16. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

CITY OF GOLDSBORO

Docusigned by: Matthew S. Livingston 801BCC04280C408	2/23/2024 05:32:49 PST	
Signature	Date	
Matthew S. Livingston	Interim City Manager	
Printed Name	Title	

NC DEPARTMENT OF PUBLIC SAFETY

Occusigned by: Allis Talley-Burton	2/23/2024 08:48:47 EST	
Signature	Date	
Allis Talley-Burton	Controller	
Printed Name	Title	

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Amending a Grant Project Fund Ordinance -American Rescue Plan Act of 2021 (R1107)

BACKGROUND:

On March 11, 2011, the American Rescue Plan Act of 2021 (ARP) was signed into law by President Biden. The \$1.88 trillion dollar coronavirus relief package allocated \$350 billion dollars in state and local fiscal recovery funds of which \$2.034 billion dollars was allocated directly to North Carolina counties and \$1.3 billion dollars was allocated to municipalities. There is no match required for the grant.

The City of Goldsboro, as an entitlement city, will received a total of \$8,813,514 directly from the federal government as part of the \$1.3 billion dollar allocation to North Carolina municipalities. The funds were disbursed in two tranches with 50% provided in May 2021 and the second delivered 12 months later. Funds are required be spent by December 31, 2024, unless an extension of time is granted by the federal government.

On May 17, 2021, City Council formally accepted the federal grant funds, and named staff as authorized representative to request the funding from the U.S. Treasury. On June 21, 2021, the City Council authorized the creation of a grant project ordinance to track the \$8.8M allocation to the city. On March 7, 2022, authorized an amendment to the grant project ordinance to allocate all grant funds towards lost public sector revenue to be used for the provision of government services personnel and benefits in accordance with Council approval on February 22, 2022.

DISCUSSION:

At this time, all funds have been expended through allocations to payroll expenses and the budget amendment reflects interest income to be transferred to the general fund. Staff recommends that the Grant Project Fund for (R1107) be closed effective June 30, 2024.

RECOMMENDATION: It is recommended that the attached grant project ordinance amendment for the American Rescue Plan Act of 2021 Special Revenue Fund (R1107) be adopted.

Date: 4/28/24

Catherine F. Gwynn, Finance Director

Date: 4/30/24

Matthew S. Livingston, Interim City Manager

ORDINANCE NO. 2024-

AN ORDINANCE AMENDING THE GRANT PROJECT FUND FOR THE AMERICAN RESCUE PLAN ACT OF 2021 (ARP) SPECIAL REVENUE FUND (R1107)

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (ARP) was signed into law by President Biden; and

WHEREAS, the American Rescue Plan allocates \$8,813,514 for the City of Goldsboro as an entitlement city; and

WHEREAS, the grant funds are intended to provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers from COVID; and

WHEREAS, the City of Goldsboro as recipient may use these funds to support public health expenditures, address negative economic impacts caused by the public health emergency, replace lost public sector revenue, provide premium pay for essential workers, and to invest in water, sewer, and broadband infrastructure, and

WHEREAS, on May 17, 2021 the City Council of the City of Goldsboro accepted the grant funds from the American Rescue Plan Act of 2021; and

WHEREAS, on June 21, 2021, the City Council of the City of Goldsboro pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, authorized the adoption of a grant project fund in order to track and comply with the terms of the grant award, with North Carolina state law with regards to allowable expenditures, and local ordinance and policy; and

WHEREAS, on March 7, 2022, the City Council authorized the amendment of the grant project ordinance to allocate all grant funds to be allocated for lost public sector revenue and to be used for provision of government services personnel and benefits in accordance with Council approval on February 22, 2022; and

WHEREAS, it is necessary to appropriate revenues from investment income and transfer the investment earnings to the General Fund so that the project may be closed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the American Rescue Plan Act of 2021 (ARP) Grant Project Fund (R1107) be amended:

Section 1: Use of Funds

These funds may be used for the following categories of expenditures, to the extent authorized by state law.

- 1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff;
- 2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector;
- 3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
- 4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
- 5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: Standard Allowance Election

The City has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend all its ARP/CSLFRF funds for the provision of government services.

These services will include General Government, Transportation, Economic & Physical Development, Public Safety, Environmental Protection, Cultural & Recreational, and Enterprise Services. The Expenditure Category shall be 6.1 and the Cost Object will be salaries and benefits.

Section 3: Revenue and Expenditure Appropriations

The following amounts are appropriated for the project and authorized for expenditure:

American Rescue Plan (R1107)

			Current Budget	Amended Budget	Increase (Decrease)
Revenues:				8	
Federal Grants			\$8,813,514.00	\$8,813,514.00	\$ -
Investment Interest			-	670,654.39	670,654.39
Total Revenues			\$8,813,514.00	\$9,484,168.39	\$ 670,654.39
Expenditures:					
Public Health			\$ -	\$ -	\$ -
Negative Economic Impacts			1-	-	-
Lost Public Sector Revenue			-	-	-
Provision of Government Services for					
period of May 4, 2022 through December					
31, 2024 - Expenditure Category 6.1	Project Code	Cost Object	_		
General Government Services	R1107-8485-76002A	Salaries & Benefits	1,143,095.00	1,143,095.00	-
Transportation Services	R1107-8485-76002B	Salaries & Benefits	170,177.00	170,177.00	-
Economic & Physical Development Services	R1107-8485-76002C	Salaries & Benefits	230,444.00	230,444.00	-
Public Safety Services	R1107-8485-76002D	Salaries & Benefits	3,485,290.00	3,485,290.00	-
Environmental Protection Services	R1107-8485-76002E	Salaries & Benefits	487,238.00	487,238.00	-
Cultural & Recreational Services	R1107-8485-76002F	Salaries & Benefits	713,234.00	713,234.00	-
Utility Related Services	R1107-8485-76002G	Salaries & Benefits	2,558,994.00	2,558,994.00	-
Occupancy Tax Related Services	R1107-8485-76002H	Salaries & Benefits	25,042.00	25,042.00	-
Premium Pay for Essential Workers			-	-	-
Water, Sewer, Broadband Infrastructure			-	-	-
Contingency			-	-	· · ·
Transfer to General Fund				670,654.39	670,654.39
Total Expenditures			\$8,813,514.00	\$9,484,168.39	\$ 670,654.39

Section 4: Maintenance of Records

The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 & 2 CFR 200.431 and the City's Uniform Guidance Allowable Costs and Cost Principles Policy.

Section 5: Reporting Requirements

The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Ordinance Notification

Copies of this grant project ordinance shall be furnished by the Clerk Governing Board, the Budget Officer, and the Finance Officer within five days of adoption, if requested.

Section 7: Period of Performance

The period of performance for the grant March 3, 2021 through December 31, 2024 when all funds must be obligated. All obligations must be fully expended by December 31, 2026.

Section 8: Expiration of Grant Project Ordinance

This grant project ordinance expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the City, whichever occurs sooner. The project is complete, and all funds have been expended and received so the project is hereby closed effective June 30, 2024.

Charles Gaylor, PV

Alayor

This Ordinance shall be in full force and effect from and after this 6th day of May, 2024.

Attested by:

Laura Getz City Clerk

Item U	
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CITY OF GOLDSBORO AGENDA MEMORANDUM May 6, 2024 COUNCIL MEETING

SUBJECT:

Donation of used holsters to Wayne Community College Basic Law

Enforcement Training

BACKGROUND:

The City of Goldsboro owns Safari Land duty holsters that have served their useful life and have been replaced with new holsters, making these holsters

obsolete and surplus.

DISCUSSION:

General Statute 160A-280 establishes that (a) A city may donate to another governmental unit with the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the City shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused property.

The Police Department is now using pistol mounted weapon lights. This change required new holsters to accommodate the pistol with the light attached. This made the old holsters obsolete and surplus property. The request is to donate 20 right hand and 5 left hand holsters to Wayne Community College for use in the Basic Law Enforcement Training Program. The remainder of the old holsters will be submitted to the Finance Department as surplus property.

RECOMMENDATION:

It is recommended the Council authorize the donation of holsters to Wayne Community College to further the partnership between the City of Goldsboro and Wayne Community College.

Catherine F. Gwynn, Finance Director

RESOLUTION NO. 2024-5\$

A RESOLUTION DONATING SURPLUS PERSONAL PROPERTY TO WAYNE COMMUNITY COLLEGE BASIC LAW ENFORCEMENT TRAINING

WHEREAS, the City Manager from time to time identifies various items or groups of items to be no longer necessary or functional to the City's needs; and

WHEREAS, sound property management principles and financial consideration indicate the interests of the City would be served by disposing of the property; and

WHEREAS, G.S. §160A-266(c) provides for the disposal or exchange of personal property for any one item or group of items by the City upon the adoption of procedures for disposal by the Council; and

WHEREAS, G.S. §160A-280 establishes that (a) A City may donate to another governmental unit of the United States, any personal property, including supplies, materials, and equipment, that the governing board of the City shall post a public notice at least 5 days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused property; and

WHEREAS, the Basic Law Enforcement Program of Wayne Community College can utilize and has requested twenty-five (25) right and five (5) left-handed holsters to train Basic Law Enforcement recruits. These holsters being obsolete as new flashlight capable holsters are being utilized by the City Police Department.

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

Section 1. Pursuant to the authority granted by §160A-265, and §160A-266(c), the City of Goldsboro Council does hereby declare the Police holsters as surplus.

Section 2. Pursuant to the authority granted by §160A-280, the City hereby donates the Police holsters to the Wayne Community College Basic Law Enforcement Training.

Section 3. This resolution shall be in full force and effect from and after its adoption.

Adopted this the 6th day of May, 2024.

ATTEST:

City Clerk

GOLDS GOLDS

Charles Gaylor, W

Mayor

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Agreement Addendum for Financial Advisory Services

BACKGROUND:

The City of Goldsboro has had an existing agreement for Financial Advisory Services with Davenport & Company LLC since September 21, 2009. Davenport is currently providing an Agreement Addendum for proposed updates to our existing Financial Advisory Agreement.

DISCUSSION:

This Agreement Addendum will provide and assist with the following:

- 1) Advisory & consulting services and non-transaction related services
- 2) Transaction related services
- 3) Additional fees and expenses
- 4) Inflation adjustment allowances

Attached is a copy of the draft revised agreement provided by Davenport. City staff has requested that the following provisions be added to this agreement before execution:

- Governing Law
- E-Verify requirement
- Iran Divestment requirement
- Divestment from companies that boycott Israel

The revision calls for the increase of the annual retainer from \$30,000 to \$35,000. Davenport provides important financial advice, and debt analysis and modeling which will be even more crucial in years to come as the City will be required to take on significant debt for utility improvements and for city facility improvements. They also provide continuity as there are changes in the board and upper management. Davenport would continue advisory services and assist the City of Goldsboro with financing options. The proposed updates will be effective July 1, 2024.

RECOMMENDATION: It is recommended that Council adopt the attached Resolution authorizing the Interim City Manager and Finance Director to enter into the revised contract with Davenport & Company, LLC.

Catherine F. Gwynn, Finance Director

Matthew 8. Livingston, Interim City Manager

RESOLUTION NO. 2024 -59

RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER AND FINANCE DIRECTOR TO EXECUTIVE A CONTRACT WITH DAVENPORT AND COMPANY LLC

WHEREAS, the City of Goldsboro desires to manage its finances and debt profile in a fiscally responsible manner, and understands that it is in the City's best interest to engage a professional finance advisory service to help with the management of this function; and

WHEREAS, Davenport and Company LLC has had an existing agreement for Financial Advisory Services with the City of Goldsboro since September 21, 2009; and

WHEREAS, Davenport is currently providing an Agreement Addendum for proposed updates to our existing Financial Advisory Agreement; and

WHEREAS, the proposed updates will be effective July 1, 2024.

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

- 1. The Interim City Manager and Finance Director be and are hereby authorized to execute a contract with Davenport and Company LLC.
- 2. This Resolution shall be in full force and effect from and after the 6^{th} day of May, 2024.

ATTEST:

Laura Getz City Clerk

Charles Gaylor, F Mayor





Independence Center 101 N. Tryon Street Suite 1220 Charlotte, NC 28246

To:

Ms. Catherine Gwynn, Finance Director, City of Goldsboro, North Carolina

From:

Davenport & Company LLC

Date:

April 29, 2024

Subject:

Agreement Addendum for Financial Advisory Services

BACKGROUND

As discussed on our recent call, Davenport is providing this Agreement Addendum to our Financial Advisory Agreement dated September 21, 2009 ("Existing Agreement"). Please review and execute below if this Addendum is acceptable.

PROPOSED UPDATES TO EXISTING AGREEMENT

The proposed updates will be effective July 1, 2024. All other Agreement terms are unchanged. These updates are:

1. Amend the section titled ARTICLE III, COMPENSATION as follows:

A. Advisory & Consulting Services and Non-Transaction Related Services:

For all Advisory and Non-Transaction Services the Financial Advisor shall be compensated through an annual retainer in the amount of \$35,000 payable annually in arrears on December 31. As agreed upon by the City and the Financial Advisor, these fees can be incorporated with the Transaction Related fees addressed below to be paid from debt proceeds.

B. Transaction Related Services:

If the City elects to utilize the Financial Advisor's Transaction Related Services, the City and the Financial Advisor agree that the Financial Advisor shall be compensated based on an agreed upon completion fee. Such fee shall be negotiated prior to the completion of the transaction and shall be based on the size and complexity of the proposed issuance. As part of this engagement, Davenport proposes the following not-to-exceed costs for certain financing approaches (the actual fee amount will be determined based upon complexity and scope of work for individual transactions).



Oundit	Public Offering with	Bank Placement without
Credit	Bond Rating	Bond Rating
General Obligation Bonds	NTE \$75,000	NTE \$60,000
Limited Obligation Bonds	NTE \$85,000	NTE \$70,000
Revenue Bonds	NTE \$95,000	NTE \$80,000
Refunding Component Upcharge	NTE \$30,000	NTE \$30,000
Refunding Component Upcharge	NTE \$30,000	NTE \$30,00

Other Financing Structures (e.g. Special Obligations Bonds, Special Assessment Financings, Tax Increment Financings, Variable Rate Demand Obligations, etc.) would be negotiated on a transaction by transaction basis.

The Financial Advisor shall be compensated for any issuance of bonds and/or notes upon successful completion and closing of such financing, according to the provisions above. Should the City terminate a financing prior to closing, the Financial Advisor shall be compensated for services provided prior to such termination according to the schedule of hourly rates found below.

-	Senior Vice President	\$325
-	First Vice President	\$300
-	Vice President	\$275
_	Associate Vice President / Analyst	\$250

D. Additional Fees and Expenses:

Davenport will charge an additional fee equal to 4% of our compensation. Reasonable and necessary direct out-of-pocket expenses (e.g. mileage (billed at prevailing IRS limits), meals and lodging) incurred by Davenport shall be billed to the City, at least annually, at cost. Davenport will strive to limit direct expenses where possible while still providing for the timely and professional delivery of services.

E. Inflation Adjustment Allowance:

All fees and charges identified in sections COMPENSATION: A and B above, shall be subject to adjustment based on the Consumer Price Index ("CPI") growth factor as published by the Bureau of Labor Statistics or similar/successor agencies for the period being billed using base prices as established in the agreement and stated above.

2. Add a new section titled GOVERNING LAW:

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Wayne and the State of North Carolina.



3. Add a new section titled E-VERIFY:

As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the City utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.

4. Add a new section titled IRAN DIVESTMENT ACT CERTIFICATION:

CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5. Add a new section titled DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL:

The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.



ACKNOWLEDGEMENT

The City and Davenport acknowledge and mutually agree to the proposed updates to the Existing Agreement as outlined in this Agreement Addendum.

Signature

Ted Cole
Printed Name

Senior Vice President
Title

A/29/2024
Date

CITY OF GOLDSBORO, NORTH CAROLINA

Matter J. Jught
Signature

Signature

Matter J. Jught
Signature

Date

PRE-AUDIT CERTIFICATE

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

This the ghu day of Way, 2024

City of Goldsboro Finance Director

ATTACHMENT

Financial Advisory Agreement dated September 21, 2009.



AGREEMENT BETWEEN CITY OF GOLDSBORO, NORTH CAROLINA AND DAVENPORT & COMPANY LLC FOR PROFESSIONAL FINANCIAL ADVISORY SERVICES

THIS AGREEMENT, made in duplicate in the City of Goldsboro, North Carolina, by and between the City of Goldsboro, a political subdivision organized and existing, under the laws of the State of North Carolina, herein-referred to as the "City," the current address of which is 200 North Center Street, Goldsboro, NC 27530 and Davenport & Company, LLC organized and existing under the laws of the Commonwealth of Virginia, herein referred to as "Financial Advisor" and/or "Davenport," the business address of which is 901 East Cary Street, Richmond. Virginia 23219.

WHEREAS, the City desires to enter into an Agreement with Davenport & Company,

LLC for professional assistance related to financial advice, counsel and other associated services

deemed appropriate by the City; and

WHEREAS, the Financial Advisor represents that it is duly authorized and qualified to provide the aforesaid services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE I. PROGRAM ADMINISTRATOR

The City Manager of the City of Goldsboro hereinafter referred to, as the "City Manager" is the administrator in charge of all activities of City of Goldsboro associated with this Agreement.

ARTICLE II. SCOPE OF SERVICES

- A. Advisory & Consulting Services. The Financial Advisor shall, using its professional staff members, provide financial advice, counsel and other associated services deemed appropriate to the City.
- B. <u>Non-Transaction Related Services.</u> For non-transaction related activities, the financial advisory services shall include, but not be limited to the following:
 - Provide pertinent advice and counsel for the duration of this contract to the
 City concerning developments in the financial community in general and
 municipal finance in particular, to enable the City to remain in the best
 possible financial posture.
 - 2. Develop financial analysis programs and computer models to be used in conjunction with the City's financing program(s).
 - 3. Review and advise on special projects involving potential City financing as requested by the Manager.
 - Provide such other financial advisory services deemed appropriate by the City.
 - 5. Present, on an annual basis, a Report to the City Council on the status of the City's financial standing.

- Meet with City Staff and/or City Council, to discuss, review, and revise any Capital Plans as requested.
- Review the overall Debt Policies of the City and provide an initial assessment of next Steps, practices, and procedures to be considered.
- C. <u>Transaction Related Services.</u> For each financial transaction the financial advisory service will include, but not be limited to, the following:
 - Assist City officials in developing information to be presented to mutual bond rating services in order to achieve the highest bond rating realistically achievable. Accompany officials in all presentations to the rating services.
 - 2. Review capital projects contemplated by the City and work with the City Manager and other officials in developing options, plans and strategies for financing planned capital improvements, taking into consideration costs and the effects that various alternatives have on the City's financial position.
 - 3. The Financial Advisor shall develop a time schedule to assure that all work is begun and accomplished in a timely manner including all work associated with any financings.
 - 4. The Financial Advisor shall analyze and make recommendations with respect to whether the sale of bonds should be a competitive sale or a negotiated sale.
 - 5. The Financial Advisor shall assist the City's staff in the selection of a group of bond underwriting firms (the "Investment Bankers") for the

negotiated sale of bonds. The Financial Advisor's functions in this regard shall include the following basic actions:

- a. Developing requests for proposals:
- b. Conducting a pre-interview conference with City staff to facilitate
 preparedness in evaluating the Investment Banker proposals and to
 better enable the City staff to conduct oral interviews:
- Assisting and participating in the oral interview and selection process;
 and
- d. Upon selection of the Investment Banking team, the Financial Advisor shall assist the City staff and Bond Counsel in bringing said Team on board and up-to-date in as timely a fashion as possible, providing a smooth transition in order that the City's ongoing process of issuing bonds will experience no delay or inconvenience.
- Assist and advise in the development of debt service coverage ratios,
 reserve funds or other structural components as requested.
- Assist in the procurement and negotiation of credit support mechanisms as needed.
- 8. The Financial Advisor shall assist in the preparation and development of the financing documents, any credit presentations to the rating agencies and the printing of the Official Statement or other offering document. It is understood by the parties hereto that primary responsibilities for the above-mentioned legal functions will rest with the Bond Counsel and, as such, the Financial Advisor will not assume primary responsibility for

initiating any legal documents unless otherwise requested to do so by the City.

- a. The Financial Advisor shall be responsible for reviewing all documents and attending all sessions and presentations, as well as reviewing and providing financial comments upon all documents as to form and content in order to best protect the City's interests in any and all such documents and presentations; and
- b. The Financial Advisor shall assist, as necessary, together with the City and the Local Government Commission ("LGC"), the preparation of the Official Statement used in conjunction with the sale of bonds.
- 9. In the event of a competitive or negotiated sale of bonds, the Financial Advisor shall assist the City in the sale of bonds to the Investment Banker. Relative to this process, the Financial Advisor shall recommend to the City the general timing for the competitive or negotiated sale of said bonds, specific bond purchase contract requirements, good faith deposit checks, as necessary, bond maturities, interest rates and the discount or premiums being offered by the Investment Banker.
- 10. The Financial Advisor shall be responsible for working with the City's staff to ensure proper and appropriate investment rates and the discount or premiums are being offered by the Investment Banker.
- Provide such other financial advisory services deemed appropriate by the City.

ARTICLE III. COMPENSATION

- A. Advisory & Consulting Services and Non-Transaction Related Services (as defined in Article II, Sections A & B): The Financial Advisor will be compensated through an annual retainer in the amount of \$30,000 payable annually or at such other time as mutually agreed upon by the City and Davenport. The payment of the annual retainer by the City to Davenport is subject to renewal by the City on an annual basis. In the event of an early termination of this Agreement, Davenport shall receive its annual retainer on a pro-rata bases.
- B. Transaction Related Services (as defined in Article II, Section C): Davenport shall be compensated for transaction related services on an agreed upon completion fee. The fee shall be calculated based on either a per thousand dollars of the principal amount of bonds or notes issued by, on behalf of, or for the benefit of the City or some other basis as determined ahead of time by both parties. Davenport shall not be compensated until the successful completion and closing of such financing.
- C. Special Projects: The City, in its sole discretion, may deem certain activities of the Financial Advisor to constitute a Special Project. In the sole opinion of the City, a Special Project is one that involves the professional resources of the Financial Advisor to a degree above and beyond that already provided for under the annual retainer. In this event, the City and the Financial Advisor shall negotiate prior to the beginning of the Project on a fair and equitable basis for compensation. This determination will allow the City to negotiate with the Financial Advisor.

D. Reimbursement for Expenses: All direct out-of-pocket expenses are billed at cost (e.g. travel, meals, and lodging) and the City shall pay 4% of the fee amount for incidental expenses such as computer time, telephone, printing, fax. and other indirect costs.

ARTICLE IV. TERM OF AGREEMENT / CANCELLATION

This Agreement shall be considered in effect until such time as either the City or Davenport terminates the Agreement. This agreement is subject to cancellation by either party on thirty (30) days advance written notice to the other at its address as hereinabove specified. In the event of such a cancellation the Financial Advisor will be compensated for work performed and expenses incurred to the date of cancellation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day hereinabove first mentioned.

CITYOF GOLDSBORO

By: Joseph Huffman City Manager

DAVENPORT & COMPANY, LLC

By: Robert M. High First Vice President

Item V	V
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CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Resolution authorizing City officials to execute a memo of understanding with the Housing Authority of the City of Goldsboro for the use of the city fuel pumps

BACKGROUND:

The City has allowed the Housing Authority of the City of Goldsboro (HACG) access to use the city fuel pumps. The City bills the HACG in arrears and charges the weighted average cost of the fuel plus a \$.05/per gallon administrative fee. City staff researched available city records and cannot find an agreement or memo of understanding for the use of the city fuel pumps. Staff has communicated with the HACG and they do not have an agreement addressing the use of the city fuel pumps.

DISCUSSION:

The Finance department through the Procurement division has been working on the conversion of the fuel tracking and billing since March, 2023. The transactions are currently monitored through the RTA system managed by Public Works Garage. When Finance took over the management of the fuel system and purchases last spring, one of the goals was to upgrade the fuel tracking and billing system to a cloud version to provide more detailed information and access to the user departments.

In the process of this upgrade to the hardware and software of the fuel tracking and billing, we became aware that there was no formal memo of understanding with the HACG about the use of the city fuel system. We have worked with the Director Anthony Goodson over the past six months to develop a mutually agreeable arrangement. Mr. Goodson has provided the attached signed MOU.

The MOU defines the responsibilities of the City and the HACG. It increases the administrative Fee from \$.05 per gallon to \$.09 per gallon. The fee will be allocated as \$.07 for capital maintenance of the fuel island and systems, and \$.02 for administrative and overhead costs related to the maintenance and upkeep of the system, software. There will be an internal service fund created with the FY25 budget to capture the activity of the fuel system and to ensure that the net equity accumulated in the fund for capital is kept separate from the General Fund.

Staff recommends that Council authorize the Interim City Manager and staff to execute the memorandum of understanding.

RECOMMENDATION:

It is recommended that the attached resolution be adopted by Council authorizing the Interim City Manager and staff to execute the memo of understanding between the City and the HACG for the use of the city fuel system.

Data: 4/28/24

Catherine F. Gwynn, Finance Director

Date: 4/36/

Matthew S. Livingston, Interim City Manager

RESOLUTION NO. 2024- 60

A RESOLUTION TO AUTHORIZE THE INTERIM CITY MANAGER AND STAFF TO EXECUTE DOCUMENTS NECESSARY RELATED TO THE MEMO OF UNDERSTANDING WITH THE HOUSING AUTHORITY OF THE CITY OF GOLDSBORO FOR THE USE OF THE CITY FUEL SYSTEM

WHEREAS, the City of Goldsboro maintains a fuel system at its Public Works facility on Clingman Street to provide fuel for the city owned equipment and vehicles; and

WHEREAS, the City relies on the Housing Authority of the City of Goldsboro (HACG) to provide needed housing to the citizens and residents of the City; and

WHEREAS, it is in the best interest of the City and the HACG to enter into a memorandum of understanding on the use of the City's fuel system with the upcoming upgrade and implementation of new cloud based fuel management, tracking and billing system; and

WHEREAS, the Council should designate the officials responsible for executing the memorandum of understanding between the City and the HACG.

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

- 1. The City of Goldsboro designates Matthew S. Livingston, Interim City Manager, and other staff as needed to execute the memorandum of understanding with the Housing Authority of the City of Goldsboro.
- 2. This resolution shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor, I

Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

RELATING TO THE CITY OF GOLDSBORO FUEL DISPENSER AND FUEL SITE

This memorandum of understanding serves the CITY of Goldsboro (CITY) and Housing Authority of the City of Goldsboro (HACG) concerning the CITY fuel site located at 1601 Clingman Street, Goldsboro. The CITY fuel site will be used for refueling the HACG vehicles and equipment owned by the HACG.

CITY of Goldsboro Responsibilities

- 1. The CITY will be responsible for the maintenance of the fuel site and related equipment.
- 2. The CITY will retain total ownership of the site and related equipment.
- 3. The CITY will insure the property and if applicable related equipment. A certificate of insurance can be obtained upon request.
- 4. The CITY will operate the fueling site 24 hours a day, apart from required maintenance, unforeseen mechanical issues, or power outages. All effort will be made to notify HACG in advance of any maintenance-related outages.
- 5. The CITY will purchase all fuel used at the fueling site after receiving bids and will award the lowest responsive, responsible bidder.
- 6. CITY staff will track fuel usage of all participating agencies.
- 7. The CITY will bill HACG monthly in arrears by the 10th of each month.
- 8. The CITY is exempt from federal and state motor fuel tax, and subsequently this amount is also excluded for HACG.
- 9. The CITY reserves the right to limit access to CITY fuel site in the event of an emergency, giving preference to CITY vehicles and equipment only until the emergency is resolved. The CITY will make every effort to restore access as soon as possible, but the HACG is responsible for finding alternate fueling sites in the interim.
- 10. CITY staff will investigate fuel replenishment options as part of emergency planning to ensure the CITY fuel site can be refueled as expeditiously as possible.

HACG Responsibilities

- 1. HACG shall ensure that only authorized HACG vehicles and equipment of the HACG are refueled under this agreement.
- 2. HACG shall ensure that it maintains insurance coverage on all authorized HACG vehicles and equipment, and shall provide a certificate of insurance annually to the City's designated fuel administrator.
- 3. The HACG agrees to make payments by the 30th of the month following receipt of CITY invoice. If the account is not paid in full within 45 days of invoice date, the CITY reserves the right to charge a late payment penalty of \$25.
- 4. Fuel cost HACG agrees to pay the CITY the average weighted cost of fuel that it uses. The average weighted cost is adjusted no less than monthly.
- 5. Administrative Cost reimbursement
 - a. Presently, HACG pays \$25.00 and a \$0.05 per gallon as an administrative cost recovery to the City, in addition to the average weighted price per gallon. This will remain valid for all billings through June 30, 2024.
 - b. Effective for all billings for starting July, 2024, in addition to paying the average weighted inventory price per gallon, the HACG agrees to pay \$0.09 per gallon broken down as follows:
 - c. A pro-rata shares of capital expenses for the fuel island, dispensers and equipment that will be billed at a rate of \$0.07/gallon.

- d. A fee of \$0.02/gallon to cover administrative and overhead costs related to administrative time of Warehouse, Finance and Public works costs, permits, insurance, repairs, maintenance, and software costs related to the fuel system.
- e. The administrative cost reimbursement may be adjusted from time to time to adjust for capital needs. The CITY reserves the right to adjust the per gallon fee in response to changes in cost. The CITY will provide written communication of an increase related to the capital and administrative costs at least 60 days prior to the increase.

Shared Responsibilities

- 1. Stolen or lost fuel will be paid for by the CITY. In the event the responsible party is determined, the respective agency will incur the cost.
- 2. Fuel fobs are the property of the CITY. Replacement fobs will be issued as requested by HACG, and the HACG will be billed the replacement fee.
- 3. Attachment A shall be submitted to request the initial set of fobs to access the system.

Term and Termination

This agreement shall automatically renew at June 30th of each year, unless terminated sooner by either party for any reason upon 30 days prior written notice to the other party.

Notice

City of Goldsboro Attn: Richard Postlewait, Fuel Card Administrator P.O. Drawer A Goldsboro, NC 27533 Housing Authority of the City of Goldsboro Anthony Goodson, Executive Director P.O. Box 1403 Goldsboro, NC 27533

Governing Law

The parties intend that this Agreement shall be governed by the law of the State of North Carolina. Each party agrees that exclusive venue for all actions, relating in any manner to this Agreement will be in the General Court of Justice in Wayne County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have been duly authorized to sign this Memo of Understanding relating to City of Goldsboro Fuel Dispenser Site on behalf of their respective organization.

Housin	g Authority of the City of Goldshore	City of Goldsboro
By:	Charles -	By: graffe I Life
Name:	Anthony Goodson, Jr.	Name: MATTHEW 5. Livingston
Title:	CEO	Title: (ity Marager
Date: '	4 23 24	Date: 9 may 24

This instrument has been preaudited in the manner required by the Local Government

Budget and Fiscal Control Act.

Finance Officer City of Goldsboro

Attachment A

The CITY is utilizing the GoEnergies EKOS software for billing of the fuel.	Fobs are necessary to associate the
vehicle/equipment and access the fuel island system.	

HACG requests 37 fobs to be issued at a cost of \$15.70/fob.

- A list of vehicles providing the Year, Make and Model, and the VIN # shall be attached.
- This price includes the programming of the fob.
- After the execution of the MOU, any new fobs or replacement fobs shall be made directly to the Fuel Card Administrator.

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

SET PUBLIC HEARING

Non-Contiguous (Satellite) Annexation Petition – Mallard Oil Company – Corner of N. US 117 Hwy. and Tommys Rd.

Tax Parcel #: 3600-49-0841

Acreage: 6.74

BACKGROUND:

The City Council, at their meeting on April 1, 2024, requested that the City Clerk examine the subject voluntary non-contiguous annexation petition for sufficiency.

On April 3, 2024, the City Clerk completed the examination and determined that the petition is sufficient. Sufficiency indicates that the proposed area for annexation meets the standards for noncontiguous annexation as specified in G.S. 160A-58.1 Petition for annexation; standards and as follows:

- 1. The petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area in relation to the primary corporate limits;
- 2. The petition includes the signatures of all owners of real property lying in the area described therein;
- 3. The nearest point on the proposed satellite corporate limits must be not more than three miles from the primary corporate limits of the annexing city;
- 4. No point on the proposed satellite corporate limits may be closer to the primary corporate limits of another city than to the primary corporate limits of the annexing city;
- 5. The area must be situated that the annexing city will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits;
- 6. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits, may not exceed 10% of the area within the primary corporate limits of the annexing city.

DISCUSSION:

Pursuant to G. S. 160A-58.2, Council shall fix a date for public hearing on the annexation once the petition is considered sufficient by the City Clerk.

The attached Notice of Public Hearing would be scheduled for June 3, 2024, as the date for the public hearing. A report prepared by the Planning Department, in conjunction with other City departments, will be submitted to the Council on that date.

RECOMMENDATION:

By motion, schedule a public hearing for the proposed voluntary noncontiguous annexation of Mallard Oil Company June 3, 2024.

Date: 4/30/24

Mark/Helmer, Planning Director

Date: 4-27-24

Matthew Livingston, Interior City Manager

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

Notice is hereby given that, in compliance with Section 160A-58.2 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Monday**, **June 3**, **2024**, **at 7:00 p. m.** relative to the annexation of the real non-contiguous property hereinafter described to the City of Goldsboro.

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

Mallard Oil Company

Stoney Creek Township, Wayne County, North Carolina

BEGINNING at an iron stake on the Southern right of way of N. C. Secondary Road No. 1571 (West Tommy's Road), said beginning point having N. C. Grid Coordinates: N = 610,312.92, E = 2,304,224.95; thence from the beginning, leaving the Southern right of way of N. C. Secondary Road No. 1571 (West Tommy's Road), with the line of the property of Tommy's Road Office, LLC as shown by deed recorded in Deed Book 3666, Page 287 in the Wayne County Registry, S. 01 23' 43" E. 527.65 feet to an iron pipe, a comer of the property of Tommy's Road Office, LLC and a corner of the property of Andrews Farms of Wayne County, Inc.; thence continuing S. 01 23' 43" W. 464.42 feet to an iron pipe; thence continuing S. 01 23' 43" E. 11.00 feet to a point in the center of the ditch; thence with said ditch center and the line of the property of Andrews Farms of Wayne County, Inc., the following bearings and distances: N. 56 35 03" W. 103.42 feet, N. 54 49 49" W. 101.98 feet, N. 57 38 02" W. 184.98 feet, N. 53 54' 28" W. 47.56 feet to an iron pipe within the ditch; thence leaving the ditch and with the line of the property of Andrews Farms of Wayne County, Inc., N. 13° 38' 50" W. 234.55 feet to an iron pipe on the Eastern right of way of N. C. Hwy. 117 (North William Street); thence with the Eastern right of way of N. C. Hwy 117 (North William Street), along a curve to the left having an arc distance of 277.80 feet, a radius of 3,917.02 feet (a chord), N. 10° 56' 02" E. 277.74 feet to an iron stake; thence leaving said right of way, with the line of the property of North Carolina Warehousing, LLC, N. 49 45' 18" E. 121.47 feet to a concrete monument; thence with the line of the property of North Carolina Warehousing, LLC, N . 34 47' 22" W. 64.43 feet to an iron stake on the Southern right of way of N. C. Secondary Road No. 1571 (West Tommy's Road); thence with said road right of way, N. 42 43' 21" E. 77.48 feet to an iron pipe; thence with the Southern right of way of N. C. Secondary Road No. 1571 (West Tommy's Road), along a curve to the left having an arc distance of 245.58 feet, a radius of 809.37 feet (a chord), N. 73 06' 18" E. 244.64 feet to an iron stake on the Southern right of way of N. C. Secondary Road No. 1571 (West Tommy's Road), having N. C. Grid Coordinates: N 610,312.92, E = 2,304,224.95, the point of beginning, containing 6.74 Acres more or less.

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

Laura Getz, City Clerk

Ronald T. Lawrence, City Attorney

PUBLISH: May 21, 2024



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

CERTIFICATE OF SUFFICIENCY

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

I, Laura Getz, duly appointed City Clerk of the City of Goldsboro, do hereby certify that, pursuant to directions given me by you, the sufficiency of the Petition for Annexation of Non-Contiguous Real Property to the City of Goldsboro, North Carolina, has been investigated. Such petition originally being dated January 16, 2024, executed by Titus Smith, company president of Mallard Oil Company, P.O. Box 1008, Kinston, NC 28503 and filed with the City Council on April 1, 2024, and that as a result of the investigation, I find this Petition sufficient and in compliance with the provisions of General Statute 160A-58.1.

Witness my Hand and the Seal of the City of Goldsboro, North Carolina, this the 3rd day of April, 2024.

Laura Getz

City Clerk

City of Goldsboro

Goldsboro, North Carolina



Case Number: ANX-01-24 Request: Voluntary Annexation Owners: Mallard Oil Company Location: North Williams Street

PIN#3600490841

Legend

--- Corporate Limits



North Carolina

0 250 500 Feet



Map created by the City Of Goldsboro Planning Department

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Request authorization to purchase a Ford F-150 Pickup Truck

BACKGROUND:

The Public Works Solid Waste Division currently has a 1997 Ford Extended Bed pickup truck with a liftgate that is used every dayprimarily to deliver and retrieve residential refuse and recycle roll out containers. It is the oldest vehicle in the Solid Waste fleet and has become unreliable. Although it has been included in the last several budgets to be replaced, it has never made it through the final budget cut.

DISCUSSION:

Performance Automotive in Clinton NC has a 2024 F-150 Extended Bed pickup truck readily available for purchase through state contract for \$40,000. Residual funds are available in the current FY24 Public Works

Solid Waste budget to cover the total cost.

RECOMMENDATION: By motion, approve the purchase of a 2024 F-150 Extended Bed pickup truck from Performance Automotive, through state contract, for \$40,000 using FY24 residual Public Works Solid Waste funds.

Date: 4/31/21/

Richard E. A. Fletcher III, Public Works Director

Date: 4-17-14

Matthew Livingston, Interim City Manager

RESOLUTION NO. 2024- 6

RESOLUTION OF INTENT TO PURCHASE A F-150 EXTENDED CAB PICKUP TRUCK

WHEREAS, the Public Works Solid Waste Division has a 1997 Ford F-150 Extended Bed pickup; and

WHEREAS, the pickup is used every day, but primarily to deliver and retrieve residential refuse and recycle roll out containers; and

WHEREAS, the pickup has been included in the last several budgets to be replaced, but continues to be cut during the budget process; and

WHEREAS, the pickup continues to become more and more unreliable; and

WHEREAS, Performance Automotive has a 2024 Ford F-150 Extended Bed pickup readily available for purchase through state contract for \$40,000; and

WHEREAS, residual funds are available in the current FY24 Public Works Solid Waste budget to cover the total cost.

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

1. The City of Goldsboro shall approve the purchase of the Ford F-150 Extended Bed pickup from Performance Automotive, through state contract, for \$40,000; and

Charles Gaylor, IV

Mayor

2. This Resolution shall be in full force and effect from and after the 6th day of May, 2024.

Attested by:

Laura Getz

City Clerk

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Request authorization to have a perimeter fence installed around the

City's solid waste transfer station

BACKGROUND:

The Public Works Solid Waste Division operates and maintains the City's solid waste transfer station located at 903 Brick Street. The transfer station is used daily to receive, compact and transport all Municipal Solid Waste collected within the City. The compound is not secure and has been experiencing a steady increase in the number of unauthorized people trespassing. A pressure washer was recently stolen and vandalized, and a Case Excavator was damaged when the trespassers tried to force the locked door open. The estimated value of the machinery and equipment kept onsite is over \$2M. Additionally, there are liability and safety concerns associated with trespassers gaining unthwarted access to the compound.

DISCUSSION:

The most practical means of securing the compound would be to install a perimeter fence. We have requested and received multiple quotes to install over 3,000 linear feet of fence with vehicle access gates, including an automated gate at the main entrance. Based on the quotes received, the estimated cost is \$55,500. We do have residual funds available in the current FY24 Public Works Solid Waste budget to cover the total cost.

RECOMMENDATION: By motion, approve the installation of a new perimeter fence, with an automated main entrance gate, for \$55,500 using FY24 residual Public

Works Solid Waste funds.

Richard E. A. Fletcher III, Public Works Director

Date: 4-27-24

Matthew Livingston, Interim City Manager

RESOLUTION NO. 2024- 62

RESOLUTION OF INTENT TO INSTALL A PERIMETER FENCE AROUND THE CITY'S SOLID WASTE TRANSFER STATION

WHEREAS, the Public Works Solid Waste Division operates and maintains the City's solid waste transfer station located at 903 Brick Street; and

WHEREAS, the transfer station is used daily to receive, compact, and transport all Municipal Solid Waste collected within the City; and

WHEREAS, the compound is not secure and has been experiencing a steady increase in the number of unauthorized people trespassing; and

WHEREAS, a pressure washer and Case Excavator have recently been vandalized by trespassers; and

WHEREAS, there are liability and safety concerns associated with trespassers gaining unthwarted access to the compound, and

WHEREAS, estimated value of the machinery and equipment kept onsite is over \$2M; and

WHEREAS, the most practical means of securing the compound would be to install a perimeter fence; and

WHEREAS, the City has requested and received multiple quotes to install over 3,000 linear feet of fence with vehicle access gates, including an automated gate at the main entrance. Based on the quotes received, the estimated cost is \$55,500; and

WHEREAS, residual funds are available in the current FY24 Public Works Solid Waste budget to cover the total cost of installing the perimeter fence.

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

1. The City of Goldsboro shall approve the installation of a new perimeter fence, with an automated main entrance gate, for \$55,500 using FY24 residual Public Works Solid Waste funds; and

Charles Gaylor.

Mayor

2. This Resolution shall be in full force and effect from and after the 6th day of May, 2024.

Attested by:

Laura Getz City Clerk

ITEM	AA	
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CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

Resolution Approving a Lease Agreement for the Travel and Tourism SUBJECT:

Department

On September 29, 2023, Scott Satterfield, President of the Wayne County BACKGROUND:

Chamber of Commerce sent a letter to the City Manager's office stating their staff was growing and they needed more space to handle the traffic that enters the building as the first point of contact. The Tourism Department was offered a smaller space on the first floor, the current space is 553 square feet and the new space offered is 298 square feet. The new space can't accommodate offices and

the visitor center.

DISCUSSION: The Tourism Department Director and Interim City Manager have looked at

> multiple locations and feels this property at 119 North Center Street will be a good location for the Tourism Office and Visitor Center. The current lease for

119 North Center Street would be for 3 years beginning July 1, 2024.

The space is 2,151 square feet. Travel and Tourism would be responsible for the monthly rent of \$2,000 and 55% of the electric bill beginning July 1, 2024-June 30, 2025, \$2,100 per month plus 55% of the electric bill beginning July 1, 2025-June 30th 2026, and \$2,200 per month plus 55% of the electric bill July 1, 2026-

June 30th, 2027. The Landlord has a list of upgrades that he agreed to do.

RECOMMENDATION: It is recommended that Council adopt the attached resolution approving a lease

agreement with Wooten Development for office/visitors center space for the Travel and Tourism Office and authorize the Interim City Manager to sign the

contract with Wooten Development.

4/30/24

Amanda Justice, Tourism Director

Date:

Matthew Livingston, Interior City Manager

RESOLUTION NO. 2024-63

RESOLUTION APPROVING A LEASE AGREEMENT FOR THE TRAVEL AND TOURISM DEPARTMENT

WHEREAS, the Chamber of Commerce needs additional space. The Travel and Tourism Department was asked to move out of their current space. The Tourism Department was offered a smaller space at the Chamber of Commerce, but the new space isn't large enough to accommodate offices and the visitor center; and

WHEREAS, the Tourism Department Director and Interim City Manager have looked at multiple locations and feels this property at 119 North Center Street will be a good location for the Tourism Office and Visitor Center; and

WHEREAS, the current lease for 119 North Center Street would be for 3 years beginning July 1, 2024; and

WHEREAS, the space is 2,151 square feet. Travel and Tourism would be responsible for the monthly rent of \$2,000 and 55% of the electric bill beginning July 1, 2024-June 30, 2025, \$2,100 per month plus 55% of the electric bill beginning July 1, 2025-June 30, 2026, and \$2,200 per month plus 55% of the electric bill July 1, 2026-June 30, 2027.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that the Interim City Manager is authorized to execute a lease agreement with Wooten Development for office space and visitor center for the Travel and Tourism Department.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro and shall be in full force and effect from and after this 6th day of May, 2024.

Charles Gaylor, IX

Mayor

Attested by:

Laura Getz City Clerk

WAYNE COUNTY

THIS LEASE AGREEMENT, is made this the 10th day of May, 2024, by and between the Wooten Development Company, a N.C. for-profit corporation, hereinafter called "Landlord", and City of Goldsboro, a municipality, for its Travel and Tourism Department's offices, hereinafter called "Tenant";

WITNESSETH:

The parties hereto agree for themselves, their successors and assigns as follows:

1. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby accepts and leases from Landlord, the premises of the area described in Exhibit "A" attached hereto and incorporated herein by reference and located at 119 N. Center Street, Goldsboro, NC, together with the nonexclusive right to use all entranceways and other common facilities, all subject to such reasonable and uniform rules and regulations as may be prescribed by Landlord. The premises leased herein consist of approximately 2,151 square feet square feet of office space for Tenant's exclusive use.

TO HAVE AND TO HOLD, the said demised premises and appurtenances upon the terms and conditions hereinafter set forth:

- 2. TERM. The commencement date of this lease shall begin on July 1, 2024, and end on June 30, 2027.
- 3. RENTAL. Tenant shall pay Landlord rents in the amount of \$24,000.00 for the year term July 1, 2024 through June 30, 2025; payable monthly and such amount shall be \$2,000.00 per month due on or before the first day of each month. Then Tenant shall pay Landlord rents in the amount of \$25,200.00 for the year term July 1, 2025 through June 30, 2026; payable monthly and such amount shall be \$2,100.00 per month due on or before the first day of each month. Then, Tenant shall pay Landlord rents in the amount of \$26,400.00 for the year term July 1, 2026 through June 30, 2027; payable monthly and such amount shall be \$2,200.00 per month due on or before the first day of each month. If Landlord fails to receive full rental payment within 10 days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to \$75 plus any actual bank fees incurred for dishonored payments
 - 4. DEPOSIT. Tenant will not be required to make a deposit.
- 5. TAXES. Landlord agrees to pay all taxes and assessments upon the demised premises, except as otherwise expressly provided herein. Tenant shall pay all taxes or assessments assessed upon its fixtures, equipment, or other property installed in the demised premises or brought thereon by the Tenant, if any.
- 6. INSURANCE. Landlord will maintain and pay for adequate fire insurance, with extended hazards coverage on the demised premises. Tenant will provide and pay for all insurance on its own contents in the demised premises. Landlord shall name Tenant as an additional insured on its insurance policy and will provide to Tenant a copy of the Certificate of Insurance annually.
- 7. INSURANCE, WAIVER, INDEMNITY. a) During the term of this Lease, Tenant shall maintain general liability insurance coverage (occurrence coverage) with coverage limits of not less than \$1,000,000.00 combined single limit, per occurrence, specifically including liquor liability insurance covering consumption of

alcoholic beverages by customers of Tenant should Tenant choose to sell alcoholic beverages. Such policy shall insure Tenant's performance of the indemnity provisions of this Lease, but the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. All policies of insurance provided for herein shall name as "additional insureds" Landlord, Landlord's Agent, all mortgagees of Landlord and such other individual or entities as Landlord may from time to time designate upon written notice to Tenant. Tenant shall provide evidence of all insurance required under this Lease to Landlord prior to the Lease Commencement Date. b) Landlord (for itself and its insurer) waives any rights, including rights of subrogation and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by the "all risks" insurance required to be carried by Landlord and Tenant. The foregoing waivers of subrogation shall be operative only so long as available in the State of North Carolina. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease. c) Except as otherwise provided in Section 10(b), Tenant indemnifies Landlord for damages proximately caused by the negligence or wrongful conduct of Tenant and Tenant's employees, agents, invitees or contractors. Except as otherwise provided in Section 10(b), Landlord indemnifies Tenant for damages proximately caused by the negligence or wrongful conduct of Landlord and Landlord's employees, agents, invitees or contractors. The indemnity provisions in this Section 10 cover personal injury and property damage and shall bind the employees, agents, invitees or contractors of Landlord and Tenant (as the case may be). The indemnity obligations in Section 10 shall survive the expiration of earlier termination of this Lease.

- 8. USE OF THE DEMISED PREMISES. Tenant shall use the demised premises only as an office for its Travel and Tourism Department and for other such purposes as the Landlord may agree. Tenant shall comply with all laws, ordinances, orders or regulations of any lawful authority having jurisdiction over the demised premises. The Tenant shall not do any act or follow any practice in or about the demised premises which shall constitute a nuisance or detract from or impair the reputation of the building or which may increase the Landlord's cost of insurance or create the potential for uninsured losses. Tenant shall at all times keep the demised premises and all adjoining entryways, sidewalks and delivery areas in a neat and orderly condition. Tenant shall not cause any noxious, disturbing or offensive odors, fumes or gases, or any smoke, dust, steam, or vapors, or any loud or disturbing noise or vibrations to originate in or be emitted from the demised premises.
- 9. LANDLORD'S COVENANT TO MAINTAIN. Tenant agrees that it will be responsible for all repairs within the demised premises with a per repair cost (valued at the time of its discovery) of \$100 or less AND such other repairs that may be required as a result of misuse, abuse, intentional damage or negligence of the Tenant or Tenant's or its employees and agents' family, guests and invitees. Except those repairs that are described as the responsibility of the Tenant, the Landlord will, at its own expense, keep and maintain in good order and repair during the full term of this lease those areas of the demised premises exclusively leased to the Tenant, including without limitation all window glass, interior and exterior doors. wiring and electrical system. The Landlord shall also be equally responsible for the maintenance of the areas of the demised premises which are common space. Finally, the Landlord will keep and maintain in good order and repair during the term of this lease the heating and air conditioning system. It is specifically provided that at the end of the term of this lease, the Tenant will deliver the demised premises to the Landlord in as good condition as they were in when received by Tenant, excepting only normal wear and tear and repairs required to be made by the Landlord under the terms hereof. Landlord agrees that it will be responsible for changing light bulbs and/or tubes as necessary. However, Landlord shall in no event be liable for any incidental or consequential damages resulting from its failure to perform repairs on a timely basis or in a good and workmanlike manner.
- 10. DAMAGE OR DESTRUCTION BY CASUALTY. If the demised premises are damaged or destroyed during the term of this lease by fire or other casualty covered by an ordinary fire insurance policy with extended coverage, Landlord will reconstruct the demised premises or repair such damage as

promptly as is reasonably practicable, however, that if the demised premises shall be damaged or destroyed by casualty to the extent of fifty percent (50%) or more of their replacement value, Landlord shall thereupon have an option to terminate this lease.

- 11. UTILITIES, JANITORIAL AND OTHER SERVICE. During the term of this lease, the total cost of all light, heat, water, sewer, refuse and other utilities shall be paid by the Tenant on a proportionate basis, such proportion being 55% of the total of said expenses for the entire premises as Tenant will be occupying approximately 55% of the available space within the total premises (approximately 2,151 square feet of a total of 3,942 square feet). Landlord shall provide to Tenant a copy of all such billings/invoices received and then Tenant shall reimburse Landlord as Landlord shall pay all such billings/invoices directly. Tenant will cover its own costs related to phone, Wi-Fi, pest control, and fire/alarm system for its offices. Landlord is solely responsible for all other maintenance costs, including, but not limited to, repairs/replacement as is necessary for the proper function of the plumbing, electrical and heating and cooling systems.
- 12. FIXTURES AND PERSONAL PROPERTY. Any trade fixtures, equipment and other personal property, installed or attached to the demised premises by or at the expense of the Tenant shall remain the property of the Tenant. The Tenant at the end of the lease, shall restore the demised premises to the same condition in which they were at the time Tenant took possession, ordinary wear and tear excepted.
- 13. LANDLORD'S ENTRY. The Landlord shall have the right to enter upon the Tenant's premises at all reasonable times during the term of this lease for the purposes of inspection, maintenance, repair and alteration.
- 14. REASONABLE USE: Tenant certifies and agrees that it has made inspection prior to the lease inception and that the utilities including the electrical service into the leased premises are fully adequate for the Tenant's purposes. Tenant agrees that it shall not overload the electrical service available and will use all utilities in a conservative and reasonable manner. Except with the prior written consent, space heaters or additional air conditioning systems shall not be used on the premises.
- 15. ASSIGNMENT AND SUBLEASE. Tenant may not assign this lease or sublet the demised premises or any portion thereof without the prior written consent of the Landlord which shall not be unreasonably withheld.
- 16. LANDLORD IMPROVEMENTS. Landlord shall provide the following improvements to the leased premises of Tenant: a) enlarge existing bathrooms to meet handicap accessible requirements; b) create 2 office areas in the leased office space; c) provide a break area in the leased office space; d) update ceiling light fixtures and fans; e) add HVAC unit for the leased office space; f) add exterior signs to identify Travel and Tourism office entrances; and g) add a new entrance door from alley entrance way.
- 17. TENANT'S RIGHT TO ALTER AND IMPROVE. The Tenant shall have the right, from time to time, to make all such alterations and improvements to and decoration of the interior of the demised premises exclusively leased to the Tenant that shall be reasonably necessary or appropriate in the Tenant's judgment, subject to the approval of Landlord.
- 18. NOTICES. All notices provided for in this lease shall be in writing and shall be deemed to be given when sent by prepaid, registered or certified mail to the parties as follows:

If to Landlord: Wooten Development Company

P.O. Box 10907

Goldsboro, NC 27532

If to Tenant: City of Goldsboro - Travel and Tourism Department

PO Drawer A

Goldsboro, NC 27533

Either party may, from time to time, by notice as herein provided designate a different address to which notices to it shall be sent.

- 19. SUBORDINATION. Tenant will, upon request by Landlord, subject and subordinate all of its rights under this lease to any and all mortgages and deeds of trust now existing or hereafter placed on the property of which the demised premises are a part; provided, however, the Tenant will not be disturbed in the use or enjoyment of the demised premises. Tenant agrees that this lease shall remain in full force and effect notwithstanding any default or foreclosure under any such mortgage or deed of trust and that it will attorn to the mortgagee, trustee, or beneficiary of such mortgage or deed of trust, and their successors and assigns, and to the purchaser or assignee under any such foreclosure. Tenant will, upon request by Landlord, execute and deliver to Landlord, or to any other person designated by Landlord, any instrument or instruments required to give effect to the provisions of this article.
- 20. WARRANTY. Landlord covenants and represents that it has a leasehold interest in the demised premises and that Tenant shall peacefully and quietly hold and enjoy the demised premises for the full term hereof so long as he does not default in the performance of any of his covenants hereunder.
- 21. NON-APPROPRIATION CLAUSE. Landlord acknowledges that the Tenant is a governmental entity and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not available and not appropriated for the performance of the Tenant's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the Tenant 30 days after written notice to Landlord of the non-appropriation of public funds.
- 22. NATURE AND EXTENT OF AGREEMENT. This instrument contains the complete agreement of the parties regarding the terms and conditions of the lease of the demised premises, and there are no oral or written conditions, terms, understandings, or other agreements pertaining thereto which have not been incorporated herein. This instrument creates only the relationship of Landlord and Tenant between the parties hereto as to the demised premises; and nothing herein shall in any way be construed to impose upon either party hereto any obligations or restrictions not herein expressly set forth.
- 23. BINDING EFFECT. This lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 24. USE OF COMMON AREAS. As additional consideration for this lease, the Tenant will be entitled to use shared facilities including shared bathroom, storage spaces, and hallways. All use of the common areas must be with full recognition of the fact that these are shared facilities, and they must be used in a manner not to unreasonably interfere with enjoyment of the same by others entitled thereto.

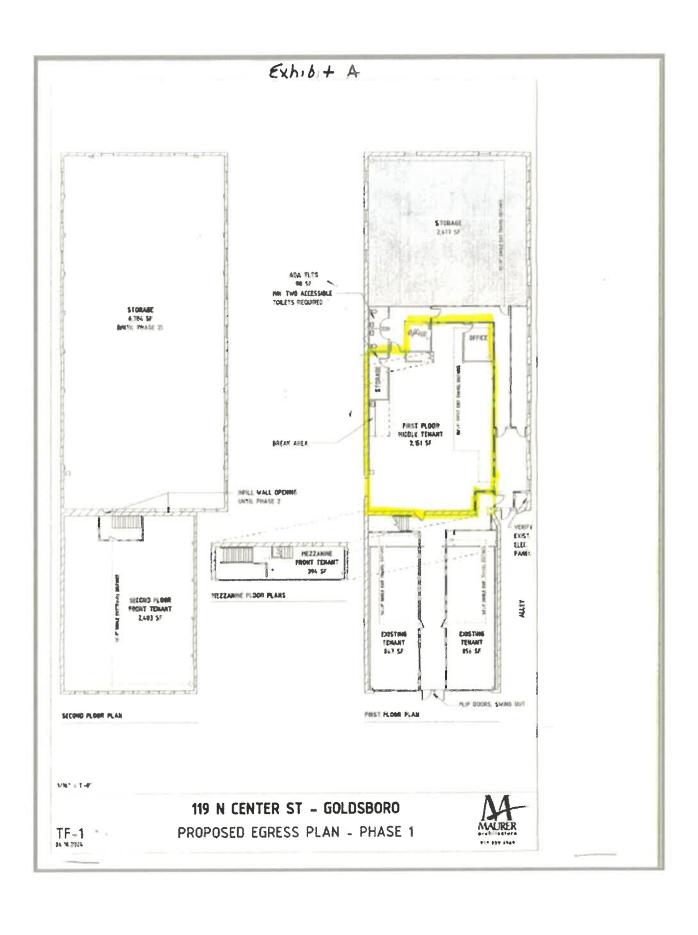
IN WITNESS WHEREOF, the Landlord has caused duplicate originals of this instrument to be executed in its name by its President by authority of the Shareholders duly given, and the Tenant has caused duplicate originals of this instrument to be executed by its Mayor by authority of the Goldsboro City Council duly given, or where not independently incorporated, the Tenant's duly authorized representative has executed this instrument on behalf of his organization, with a fully executed original being retained by each party hereto, this day and year first above written.

LANDLORD: Wooten Development Company

BY: Pich Summ	(SEAL)
BY: fish Summer	
(*	
TENANT: City of Goldsboro	
BY: mayor I duft	(SEAL)
TITLE: City Marrayer	
ATTESTED BY:	OF GOLDS
Laure Setz CITY CLERK	
	OPATED 1844

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

Name: Catherine Gwynn, City of Goldsboro Finance Director



CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT: Revision of the Lease and Resolution for Balance Choice Cafe at

BACKGROUND:

On January 23, 2023, Council adopted a resolution approving a lease agreement with Balanced Choice Vending LLC at the

Goldsboro Golf Course and Event Center.

the Goldsboro Golf Course and Event Center

DISCUSSION: The City Clerk received an email on April 15, 2024 from Mr. John

Brathwaite requesting to revise the lease and resolution to the name Balance Choice Café, LLC. Mr. Brathwaite stated it was a requirement of the ABC Commission that the name be changed to

Balance Choice Café instead of Balanced Choice Vending.

RECOMMENDATION: It is recommended that Council approve the attached resolution

amending Resolution 2023-3 to read Balance Choice Café, LLC instead of Balanced Choice Vending, LLC. and authorizing the City Manager to revise the lease agreement signature page,

changing the name of the company.

Jaie: 4-27-27 Vaine Jaire Catz City Clark

Laura Getz, City Clerk

Date: 4-27-24 Matthew Livingston, Interim City Manager

RESOLUTION NO. 2024- 64

RESOLUTION AMENDING RESOLUTION 2023-3, A LEASE AGREEMENT WITH BALANCED CHOICE VENDING LLC.

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

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

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

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

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

WHEREAS, the ABC Commission has requested that the name of the company be revised on the resolution and lease to reflect the correct name of the company, Balance Choice Café, LLC.

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

- 1. The City Manager is hereby authorized to sign the revised lease agreement signature page with Balance Choice Café, LLC.
- 2. This Resolution shall be in full force and effect from and after May 6, 2024.

Charles Gaylor, W Mayor

Attested by:

Laura Getz City Clerk



North Carolina Department of The Secretary of State

Invoice Number: 21452730

Billing Information

Balance Choice Cafe, LLC 1501-B South Slocumb St Goldsboro, NC 27530-6954

Contact: Balance Choice Cafe, LLC

Invoice Number: 21452730

Customer Id Number: 201911977

Invoice Date: 4/22/2024

Account Type: Payment upon Delivery

Ship Via: Online

Description	Certificate Number	Customer Reference	Qty	Pages	Item Cost	Sub Total	Amount Due
Online Annual Report LLC Balance	Choice Cafe, LLC						
1210 0511 435900061	120018672		1		\$200.00	\$200.00	Paid
Electronic Transaction Fee							
2120 0502 437993	120018673		1		\$2.00	\$2.00	Paid
Payment Details							
ACH E-Payment for \$202.00, Acct	XXXXXXXXXXXXXXX	980					
			1		\$202.00	\$202.00	Payment

\$0.00

Make check payable to:

NC Secretary of State

Online Payment:

https://www.sosnc.gov/payinvoice



Scan to pay online.

Include Invoice Number on all remitance and send to:

Secretary of State PO Box 29622 Raleigh, NC 27626

For information regarding your filing contact:

Customer Service at (919) 814-5400 or toll free at (888) 246-7636

Notice: To avoid an additional assessment of a one-time 10% late penalty and interest of 5% per annum, as mandated by G.S. 147-86.23, the invoice must be paid in full.

There will be a \$35.00 processing fee for all returned checks and ACH returns.

Laura Getz

From: Megan Larsen <info@bcvnational.com>

Sent: Wednesday, April 24, 2024 4:53 PM

To: Laura Getz

Cc: Reggie Butler; johnbrathwaite@ymail.com

Subject: Authorization

CAUTION: External Email. Be careful when clicking links or opening attachments.

Hi Laura,

Good afternoon. Please allow this email to serve as my authorization to change of the lease to Balanced Choice Cafe, LLC.

Please let me know if you have any questions.

Best,

Megan Larsen 949.545.3732

LEASE AGREEMENT

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

RECITALS

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

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

- I. Recitals. The foregoing recitals and representations form a material part of this Agreement and are incorporated herein by this reference.
- II. License. Landlord hereby grants Tenant a license to use and occupy the Leased space (as such term is defined in Paragraph III) solely for the Permitted Use (as such term is defined in Paragraph VI) during the Term (as such term is defined in Paragraph V) subject to the terms and conditions set forth in this Agreement.
- III. Leased Space, Rental Rate. The "Leased space, rental rate" of this Agreement shall be determined on Exhibit 2, scope of service on Exhibit 5, and the following specifications:
- Workstations in Exhibit 1
- Available Equipment with Quantities in Exhibit 1
- Storage areas in Exhibit 1
- Cameras in Exhibit 1
- IV. Late Charges/Modifications to License Fee; Right to Increase.
- A. Any payment not received in full by the first (3rd) day of each month shall constitute an Event of Default under this Agreement. Tenant shall have a period of five (5) days to cure such default, after which Tenant shall be immediately obligated to pay a Late Charge. Late Charges shall be \$50. Late Charges are not payable as a penalty but are imposed to compensate Landlord for the additional administrative expense and inconvenience occasioned thereby. All monthly invoices are recurring.
- B. Late Charges shall follow the fee and consequence: \$35 return check fee, and \$50 late fee.

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

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

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

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

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

Tenant further agrees that:

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

• 1st Offense: \$100 fee

• 2nd Offense: \$200 fee

• 3rd Offense: \$500 fee

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

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

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

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

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

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

XII. Insurance, Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXXII. Tenant Termination - For Convenience & Landlord Default.

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

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

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

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

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

City of Goldsboro,	
a North Carolina Government Agency	
By:	_(SEAL)
Name: Matthew Livingston	
Title: Interim City Manger	
ATTEST:	
Laura Getz, City Clerk	
AND	
TENANT:	
Business Name: Balance Choice Cafe LLC	
By:	(SEAL)
Name: John Brathwaite	
Title: Partner	
Federal Tax ID #: 82-0609169	

EXHIBIT 1: BUILDING

Workstations

Golf Course Kitchen and Bar Area

• Available Listed Equipment with Quantity

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

• Storage Areas

Kitchen Pantry

Bar Closet

• 4 Security Cameras

Installed and monitored by Tenant

EXHIBIT 2: Leased Space, Rental Rate

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

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

EXHIBIT 3: TERM

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

Lease Start date: 1st Day of March, 2023

Through

Lease End date: 28th Day of February, 2026

EXHIBIT 4: TENANT BUSINESS INFORMATION

Business Name: Balance Choice Cafe LLC

Owner or Partners' Names: John Brathwaite

Email Address(es): Johnb@bcvnational.com

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

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

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

Employer ID Number (EIN): 82-0609169

EXHIBIT 5: Scope of services.

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

- A. Obtain and maintain, throughout the term of this Lease, all City, County, State and Federal licenses and certificates, and maintain duly qualified staff, as necessary to operate food and beverage services in accordance with all applicable laws and regulations issued by the State of North Carolina and Wayne County, and an North Carolina seller's permit. Tenant must obtain all necessary permits prior to operating the restaurant on Lease Premises.
- B. Keep the Lease Premises open for business with the public each day during business hours, in accordance with the following schedule:
- 1. Weekdays, March through November: 9:00 a.m. to 5:00 p.m.
- 2. Weekends, March through November: 8:00 a.m. to 5:00 p.m.
- 3. December, January, and February: Reduced hours as mutually agreed with the Golf Director.
- 4. Any additional hours of operation necessary to provide service in conjunction with all regular golf course activities, including regularly or specially scheduled tournaments.
- 5. Any additional hours of operation, so long as such operation complies with all laws and regulations applicable, including, without limitation. Tenant may, with prior, written approval by the Golf Director, and upon posting a written notice on all entrances and exits for at least one week, temporarily close the restaurant for a reasonable period for holidays; necessary repairs or remodeling; taking inventory; preparation for or hosting tournaments or special events, or in periods of low attendance or inclement weather.
- C. Prominently post hours of operation at the Lease Premises.
- D. Supply and require employees to wear uniforms with Tenant's logo. Tenant shall not allow Tenant's employees to consume alcoholic beverages on the Lease Premises during their shift or while in uniform. E. Install and maintain, at Tenant's expense, all equipment necessary to operate food and beverage services as set forth herein.
- H. Purchase, install, maintain, and use a point-of-sale system, and accept credit card and debit card payments. All sales shall be recorded by means of cash registers which publicly display the amount of each sale and automatically issue a customer's receipt. Cash registers shall keep a copy of all transactions recorded, beginning, and ending cash register readings. Tenant shall provide copies of all such records to Landlord within three (2) days of Landlord's request. Tenant agrees to allow, with fifteen (15) days notice, City staff the right to audit the books at our request to validate the receipts; Tenant shall provide to the Landlord on demand access to POS records for location leased.
- J. Provide and maintain the necessary inventory of food, beverages, and related service products, propane, including plates, utensils, and paper products, required to satisfy the public demand therefor. All such products sold or kept for sale by Tenant shall be of high quality, wholesome and pure, and shall

conform to all Federal, State, and County food laws, ordinances, and regulations in all respects. No adulterated, misbranded, or impure articles shall be offered, sold, or otherwise provided by Tenant. All food and beverage products kept on hand by Tenant shall be stored and handled with due regard for sanitation.

- K. Provide daily and other necessary housekeeping, cleaning, preventative maintenance, inspections, and sanitation of the Lease Premises, including all necessary commercial equipment and supplies for such purpose.
- L. Ensure that the area within and immediately adjacent to the Lease Premises is kept clean and free of all debris, litter, or other unclean or unsightly condition caused or created by Tenant's use of the Lease Premises.
- M. Use its best efforts to ensure that its work force is courteous to members of the public encountered during work under this Lease. In the event of violation of this provision, Landlord shall have the right to require Tenant to remedy the problem and prevent future violations by disciplining the offending employee or employees up to and including removing the employee from work under this agreement.

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

Moved to Individual Action

Failed

SUBJECT:

Creation of a Council Appointment Committee

BACKGROUND:

The City Council appoints citizens and members of the community to

various boards, commissions and committees.

DISCUSSION:

The council shall appoint from its members an appointment committee of two council members and the Mayor Pro Tem as the Chair. The Appointment Committee will meet at such times and places as designated by the Mayor Pro Tem with all members in

attendance.

The Appointment Committee shall help recruit, evaluate, and ultimately make recommendations to the Council the names of nominees to all the boards and commissions of the organizations for which City Council is charged with appointing such boards. The Appointment Committee shall submit names of nominees to the

Council for consideration.

RECOMMENDATION:

Staff recommends Council adopt the attached Resolution creating a Council Appointment Committee and approving the attached Appointment Committee Rules of Procedure.

Date: 4-30-24

Laura Getz, City Clerk

Date: 4-30-24

Matthew Livingston, Interim City Manager

RESOLUTION NO. 2024 –

A RESOLUTION CREATING A COUNCIL APPOINTMENT COMMITTEE

WHEREAS, the Goldsboro City Council recognizes that boards, committees, and commissions are an integral and important component of City government and that citizens provide the City government a vast resource of talent, expertise, and volunteer time; and

WHEREAS, the City Council appoints citizens to various boards, commissions and committees; and

WHEREAS, in the interests of good governance and fair, concise appointments, it is Council's desire to establish an appointment committee for the review and recommendation of citizens to the City's Boards and Commissions; and

WHEREAS, at a regular city council meeting and thereafter each year, the council shall appoint from its members an appointment committee of two council members and the Mayor Pro Tem as the Chair; and

WHEREAS, the Appointment Committee will meet at such times and places as designated by the Mayor Pro Tem with all members in attendance; and

WHEREAS, the Appointment Committee shall help recruit, evaluate and ultimately make recommendations to the Council the names of nominees to all the boards and commissions of the organizations for which City Council is charged with appointing such boards based on the Appointment Committee Rules of Procedure.

NOW, THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Goldsboro, North Carolina, that the City of Goldsboro Appointment Committee is hereby established.

This Resolution shall be in full force and effect from and after this 6th day of May, 2024.

	Charles Gaylor, IV Mayor
Attested by:	
Laura Getz	

City Clerk



Appointment Committee Rules of Procedure Established by Resolution May 6, 2024

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

- A. Appointment Committee. Initially, at a regular city council meeting and thereafter each year, the council shall appoint from its members an appointment committee of two council members and the Mayor Pro Tem as the Chair. The Appointment Committee will meet at such times and places as designated by the Mayor Pro Tem with all members in attendance. The Deputy City Clerk will be responsible for advertising and taking minutes of the meeting.
- B. **Duties.** The Appointment Committee shall help recruit, evaluate and ultimately make recommendations to the Council the names of nominees to all the boards and commissions of the organizations for which City Council is charged with appointing such boards. The Appointment Committee shall submit names of nominees to the Council for consideration. The Appointment Committee shall review all Boards and Commissions bylaws annually to ensure they are effective. The Appointment Committee shall work with the Clerk to review the General Rules of Order, and Ordinances annually and recommend updates to Council as necessary. Boards and Commissions bylaws are required to be approved by the City Council.

C. Procedure.

- 1. The City Clerk's Office will submit the names of the recommended appointees to the Appointment Committee for consideration before presenting them for full approval of the City Council.
- 2. The Appointment Committee may interview applicants to ensure that the applicant is a good fit for the board, commission or committee.
- 3. The Appointment Committee may vote by hand or by consensus on the nominee for each vacancy. If the Appointment Committee does not agree on a nominee, a vacancy may be readvertised or presented to the City Council.
- 4. The Appointment Committee shall consider nominations and shall submit the Committee's recommendations of approved nominees to the City Council.
- 5. City Council shall ultimately have appointment authority for all Boards and Commissions.
- C. **Applications.** A pool of applicants for the various boards and commissions shall be maintained by the City Clerk's Office. Applications may be made on the City of Goldsboro's website, in person, by email to or by mail. The City Clerk's Office shall notify the Appointment Committee of new applications received.
- E. **Appointments.** The City Council will make appointments consistent with the applicable state statute, city ordinance, resolution, policy, or by-laws. No resident of the City of Goldsboro may serve in more than one appointed position at a time. City staff members whose positions are standing members of organizations are not limited to the number of organizations they may serve on.

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 CITY COUNCIL MEETING

Removed to May 20th Council Meeting

SUBJECT:

Amending Chapter 72: Stopping, Standing and Parking, of the City of

Goldsboro's Code of Ordinances

BACKGROUND:

After a review of downtown parking concerns, the Downtown Development Department presented options to Council for parking management. Council approved the implementation of timed parking at their meeting on May 1, 2023.

DISCUSSION:

Parking enforcement was set to begin with a soft roll out on January 2, 2024. Council has had numerous discussions regarding downtown parking. At their meeting on January 22, 2024, Council approved delaying enforcement of the timed parking while issues were being addressed. At their meeting on March 18, 2024, Council approved delaying the enforcement for another 60 days.

After reviewing the current parking situation in the Municipal Service District, and discussing concerns about the 2-hour parking restriction, a 3-hour parking restriction has been proposed. In order to implement 3-hour parking restrictions, a section defining the 3-hour parking limit needs to be included in

the Code of Ordinances.

RECOMMENDATION:

It is recommended that Council adopt the attached Ordinance adding section

72.29 to Chapter 72 of the Code of Ordinances.

Date: 5-1-29

Charles Gaylor, IV, Mayer

Date: 5-1-24

Matthew Livingston, Interim City Manager

ORDINANCE NO. 2024 - ____

AN ORDINANCE AMENDING CHAPTER 72: STOPPING, STANDING AND PARKING OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, after a review of downtown parking concerns, the Downtown Development Department presented options to Council for parking management; and

WHEREAS, Council approved the implementation of timed parking at their meeting on May 1, 2023; and

WHEREAS, Ch 72 currently defines no parking, 15 minute, 1-hour, and 2-hour parking limits; and

WHEREAS, after a review of Chapter 72, City staff recommend adding section 72.29 as noted below.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, that section 72.29 of the Code of Ordinances, City of Goldsboro, North Carolina, is hereby added as follows:

Chapter 72

§ 72.29 THREE-HOUR PARKING LIMIT.

When signs are placed, erected, or installed in each block giving notice thereof, no person shall park a vehicle for longer than three hours at any time between the hours of 8:30 a.m. and 5:30 p.m. unless other hours are designated, of any days except Sundays and public holidays, upon any of the streets described in Chapter 75, and the changing of the position of a vehicle from one point to another point within the same parking space shall be deemed one continuous parking period. Each three-hour period, or a portion thereof, in which the vehicle remains in the limited parking space after the three hours permitted has expired constitutes a separate violation of this section, and each such violation shall constitute and be punishable as a separate offense.

This Ordinance shall be in full force and effec	ct from and after the 6 th day of May, 202
Attested by:	Charles Gaylor, IV Mayor
Laura Getz City Clerk	

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 CITY COUNCIL MEETING

SUBJECT:

Amending Chapter 75: Parking Schedules, of the City of Goldsboro's Code of

Ordinances

BACKGROUND:

After a review of downtown parking concerns, the Downtown Development Department presented options to Council for parking management to include adding two-hour parking on Monday - Saturday from 8:30 a.m. to 5:30 p.m. on the following streets: Center Street, from Ash Street to Chestnut Street; Mulberry Street, from John Street to James Street; and Walnut Street, from John Street to James Street. Council approved the implementation of the 2-hour parking at their meeting on May 1, 2023. Meetings to discuss the parking situation downtown were also held to seek public input.

DISCUSSION:

Parking enforcement was set to begin with a soft roll out on January 2, 2024. Council has had numerous discussions regarding downtown parking. At their meeting on January 22, 2024, Council approved delaying enforcement of the two-hour parking while issues were being addressed. At their meeting on March 18, 2024, Council approved delaying the enforcement for another 60 days.

A separate section for Parking Regulations in the Municipal Service District (MSD), a section for Loading Zones in the MSD and a section for ADA Compliant Parking in the MSD is also added to the ordinance.

Three-hour parking is proposed to provide citizens with an opportunity to shop, dine, and visit downtown businesses and participate in events.

RECOMMENDATION:

It is recommended that Council adopt the attached Ordinance deleting the Parking Schedule adopted by Ordinance on June 5, 2023, Ordinance 2023-28 in Chapter 75, Section 75.01 and amending Chapter 75 to include the three new sections as follows: Section 75.02, Parking Regulations in the Municipal Service District, Section 75.03 Loading Zones in the Municipal Service District and Section 75.04 for ADA Compliant Parking in the Municipal Service District.

Date: 5-1-24

Charles Gaylor, IV, Mayor

Date: 5-1-24

Matthew Livingston, Interim City Manager

ORDINANCE NO. 2024 - 19

AN ORDINANCE AMENDING CHAPTER 75: PARKING SCHEDULES OF THE CITY OF GOLDSBORO'S CODE OF ORDINANCES

WHEREAS, after a review of downtown parking concerns, the Downtown Development Department presented options to Council for parking management to include adding two-hour parking on Monday - Saturday from 8:30 a.m. to 5:30 p.m. on the following streets: Center Street, from Ash Street to Chestnut Street; Mulberry Street, from John Street to James Street; and Walnut Street, from John Street to James Street; and

WHEREAS, parking enforcement was set to begin with a soft roll out on January 2, 2024. Council has had numerous discussions regarding downtown parking. At their meeting on January 22, 2024, Council approved delaying enforcement of the two-hour parking while issues were being addressed. At their meeting on March 18, 2024, Council approved delaying the enforcement for another 60 days; and

WHEREAS, a separate section for Parking Regulations in the Municipal Service District (MSD), a section for Loading Zones in the MSD and a section for ADA Compliant Parking in the MSD is also proposed as part of the ordinance; and

WHEREAS, two-hour parking was adopted to provide citizens with an opportunity to shop, dine, and visit downtown businesses and participate in events.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that Sections 75.03, and 75.04 be added to the Code of Ordinances of the City of Goldsboro, North Carolina.

Chapter 75

§ 75.03 LOADING ZONES WITHIN THE MUNICIPAL SERVICE DISTRICT.

The City of Goldsboro Parking Committee shall be authorized to place up to four (4) one-hour parking spaces and a maximum of two (2) fifteen-minute parking spaces to be used as Loading Zones within the Municipal Service District. The City Manager shall have final placement authorization.

§ 75.04 ADA COMPLIANT PARKING WITHIN THE MUNICIPAL SERVICE DISTRICT.

The City of Goldsboro Parking Committee shall be authorized to reserve a necessary quantity of spaces for accessibility purposes to ensure full compliance with the ADA and the City's stated objective of being an inclusive community for all citizens. The City Manager shall have final placement authorization.

This Ordinance shall be in full force and effect from and after the 6th day of May, 2024.

Charles Gaylor, IV

Mayor

Attested by:

Laura Getz

City Clerk

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

Creating a Special Event and Street Closing Policy

BACKGROUND:

The Policy Regarding the use of City-Owned Property for Special Events was discussed with Council at the May 1, 2023, meeting and was adopted by resolution. The policy was revised again on March 4, 2024.

DISCUSSION:

The Policy Regarding the use of City-Owned Property for Special Events has been revised to clarify the process to hold a Special Event and Street Closing.

Some of the changes listed in the revised policy are listed below:

- The City Manager will approve all street closing applications based on the criteria listed in this policy which do not require the closing of more than two blocks of Center Street, or a NC DOT maintained street.
- Recurring events granted approval for 5 consecutive years may not require
 City Council approval so long as the event remains substantially the same.
 All events require submission of an application and City Manager approval
 before a Special Event permit is issued.
- Application fees may be waived by the City Manager for events sponsored by the City of Goldsboro and all other application fees requested to be waived must go before the City Council. All requests for sponsorship must be approved by City Council.
- Application fees for services are listed in the policy but are no more than \$400.00.

RECOMMENDATION: It is recommended that Council adopt the attached resolution approving the Special Event and Street Closing Policy.

Date: 5-1-24

Laura Getz, City Clerk

Date: 5-1-24

Matthew Livingston, Interim City Manager

RESOLUTION NO. 2024- 65

RESOLUTION CREATING A SPECIAL EVENT AND STREET CLOSING POLICY

WHEREAS, the Policy Regarding the use of City-Owned Property for Special Events was discussed with Council at the May 1, 2023, meeting and was adopted by resolution. The policy was revised again on March 4, 2024; and

WHEREAS, the Policy Regarding the use of City-Owned Property for Special Events has been revised to clarify the process to hold a Special Event and Street Closing; and

WHEREAS, some of the changes listed in the revised policy are listed below:

- The City Manager will approve all street closing applications based on the criteria listed in this policy which do not require the closing of Center Street, or a NC DOT maintained street.
- Recurring events granted approval for five (5) consecutive years may not require City Council approval so long as the event remains substantially the same. All events require submission of an application and City Manager approval before a Special Event permit is issued.
- Application fees may be waived by the City Manager for events sponsored by the City of Goldsboro. All requests for sponsorship must be approved by the City Council.
- Application fees for services are listed in the policy but are no more than \$400.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina that the Special Event and Street Closing Policy is hereby approved as presented.

This Resolution shall be incorporated into the official Minutes of the City of Goldsboro, and shall be in full force and effect from and after this 6th day of May, 2024

Attested by:

Laura Getz
City Clerk

Charles Gaylor, IV

Mayor



Introduction

The City of Goldsboro is a vibrant community with a variety of municipal resources which lend themselves to use for special events. Special events require the coordination of a variety of city and event organizers' resources to come together successfully. Whether held downtown, in one of our many attractive public parks or elsewhere in the city, they have very specific impacts which are best considered and weighed prior to the event itself.

The City Manager will approve all street closing applications based on the criteria listed in this policy which do not require the closing of more than two blocks of Center Street, or a NC DOT maintained street.

All events require submission of an application and City Manager approval before a Special Event permit is issued. Recurring events granted approval for 5 consecutive years may not require city council approval so long as the event remains substantially the same.

The use of City-owned Parks and Recreation property, Goldsboro Event Center, Goldsboro Municipal Golf Course and the Paramount Theatre is not regulated by this Policy.

Application fees may be waived by the City Manager for events sponsored by the City of Goldsboro. All requests for sponsorship must be approved by the City Council.

The following policy has been established to facilitate this planning process with the city. If you are planning a special event in the City of Goldsboro, it is essential that you review the policy well ahead of your planned event date to determine what you'll need to have in place for a successful event!



Subject: Special Event and Street Closing Policy Department: City Manager's Office

Policy #: Adopted: 05/06/2024

Effective: 05/06/2024

Supersedes: RES 2024-34

Resolution #: Approved by: City Council

1. **Definitions**

Special Event - A special event is defined as an organized activity that has a stationary footprint requiring the closure of streets, public spaces, or plazas. These events often contain amplified noise, food, beverage, merchandise, and other entertainment. Examples would include festivals, markets, memorials, demonstrations, marches, and ceremonies. All special events require a Special Event Permit issued by the City of Goldsboro.

Park and/or Street Festival - An organized neighborhood or public gathering on a public right-of-way (street, sidewalk, parking lot or alley) or public park on a specified date at a specific time and confined to a designated area that may or may not require an admission fee to enter and participate.

Procession/Parade - A public or private march, run, walk, cavalcade, autocade, parade of any kind, other gathering of persons that occurs upon public right-of-way, park or both in an area used for vehicular traffic.

Organized Competitive Event - Any planned race, walk, derby, or event that involves a contest of skill and/or strength and takes place upon public right-of-way or park.

2. Application of this Policy

This policy shall apply to all events taking place in the public right-of-way or for which the event organizer is requesting use of city resources, services, or personnel. Examples of special events include, but are not limited to, festivals, concerts, parades, street markets, runs and rallies.

Note: The following activities are exempt from this special event policy:

- a. Funeral processions,
- b. Group demonstrations or lawful picketing on sidewalks, subject to the Goldsboro Code of Ordinances, and
- c. Sidewalk dining, subject to the Goldsboro Code of Ordinances.



Subject: Special Event and Street Closing Policy Department: City Manager's Office

Adopted: 05/06/2024

Effective: 05/06/2024

Supersedes: RES 2024-34

Resolution #:

Approved by: City Council

3. Special Event Application: Timelines

Policy #:

CMOP-003

The City Manager or their designee reviews all event applications within the city. Event organizers are strongly encouraged to advertise their event after final approval. The City of Goldsboro is not responsible for fees, costs or expenses incurred by the Event Organizer if the event was advertised and not approved. The timeline below outlines minimum requirements for Special Event Permit Applications.

Special Event Application Submission & Approval Timeline

Minimum 60 Days Prior to Special Event Date – Application Submission

Submission of Special Event Application Package with Street Closure Request(s)

Special Event Site Plan

Minimum 45 Days Prior to Special Event Date

Final Site Plan, Event Timeline & On-Site Contacts

Proof of Insurance

Applicable Permits

Formal Event Notice

Minimum 30 Days Prior (If necessary)

City Council Review & Approval

4. SUBMIT SPECIAL EVENT/STREET CLOSING APPLICATIONS TO:

Goldsboro Police Department Community Police Services 204 S. Center Street Goldsboro, NC 27530 spowers@goldsboronc.gov



Subject: Special Event and Street Closing PolicyDepartment: City Manager's OfficePolicy #:
CMOP-003Adopted:
05/06/2024Effective:
05/06/2024Supersedes:
RES 2024-34Resolution #:
City Council

5. <u>TIER EXPLANATION</u>

The City of Goldsboro differentiates events by tiers. Each tier differs based on projected attendance, City services and street closures. Special Events and Street Closures will be determined based on the tiers below. The application fee is listed below and is a non-refundable fee and is to be in the form of a check made payable to the City of Goldsboro. The event organizer must review the table below to understand which tier their event will be classified as:

Tiers	Details	Application	Deadlines
		Fee	
TIER 1	 Fewer than 200 people Minimal City services No closure of public right-of-way/streets Alcohol can be present with proper approval & permits. Approved by the City Manager if the closure involves up to two blocks of Center Street or any street other than NC DOT streets 	\$100.00	Must be submitted for approval at least 30 days prior to the event.
TIER 2	 201-500 people Multiple City services Possible closure of City parking lots, public right-of-way, and/or streets (Not to include Center Street) Alcohol can be present with proper approval & permits. Approved by the City Manager if the closure involves up to two blocks of Center Street or any street other than NC DOT streets 	\$200.00	Must be submitted for approval at least 60 days prior to the event.
TIER 3	 501-1000 people Multiple City services Possible closure of City parking lots, public right-of-way, and/or streets (Not to include Center Street) Alcohol can be present with proper approval & permits. Approved by the City Manager if the closure involves up to two blocks of Center Street or any street other than NC DOT streets 	\$300.00	Must be submitted for approval at least 60 days prior to the event.
TIER 4	 1001 people or more Multiple City services Closure of more than two blocks of Center Street Alcohol can be present with proper approval & permits. Approved by City Council unless the event is a historical event. 	\$400.00	Must be submitted for approval at least 60 days prior to the event.



6. Special Event Application: Component Parts

Event Application Cover Page:

- a. Event Organizer & Contact Information
- b. Name of Event
- c. Date(s) of Event
- d. Past Attendance Trends & Predicted Attendance for Upcoming Event
- e. Past Vendor Participation Trends & Predicted Vendor Participation for Upcoming Event

Event Description, Statement of Public Benefit and Public Services Required: A basic overview of the event and its impact on the community and city services. Provide an overview of the event and how it will benefit the community. In addition, include information about what you, as the event coordinator, will need in terms of city services. Examples might include additional trash pick-up/Public Works Department support, Police support, Parks and Recreation staff support, and Fire Department support.

Minimal City Services is defined as services that require no more than one hour of City department staff time.

Multiple City Services is defined as services that require more than one City department service and more than one hour of City department staff time.

Event Marketing Strategy & Budget: A snapshot of the people and places you are targeting in your effort to "get the word out" about your event and the budget you are employing to reach your target market. Reviewing this snapshot is an important component of understanding the public benefit.

Event Site Plan: A visual representation of all the operational elements of your proposed event. To properly assess the event, the site map should be submitted along with the Special Event Application and include the following elements:

A	Directions indicated by directional arrow symbol.
В	The overall event area including: any requested street closures and/or the location and number of any parking closures.
С	The location and dimensions of all physical equipment being placed, including, but not limited to, any stage(s), vendors, booths, sponsors, tents, signs, barricades, portable toilets, vehicles, shelters, etc.



Subject: Special Event and Street Closing PolicyDepartment: City Manager's OfficePolicy #:
CMOP-003Adopted:
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05/06/2024Supersedes:
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D	Location of temporary alcohol sales where both sales and consumption occur.
E	Indicate 14' wide fire lane clearances in all areas and the location of all fire hydrants.
F	Include electrical plans for vendors and stages, specifying how much each site requires, in terms of amps & volts.
G	Any other details you think are helpful in the physical description of your event.

Event Impact Notification: All event organizers must notify impacted residents, businesses, places of worship and schools that are affected by street and sidewalk impacts related to the event by formal notice. The formal "Event Impact Notice" must be submitted with the special event application and will be reviewed by the City Manager or their designee. The formal Event Impact Notification must:

- Be completed by all event applicants.
- Be submitted to the City Manager or their designee prior to distribution to impacted areas.
- Be distributed to impacted areas, at least 20 days prior to the event by either email, hand or mail delivery.
- Include the name of the event, event date(s), time(s) of event and overall impacts (including set-up and tear down), specific location of impacts, type of activity and telephone number where the public can contact your organization about the event.

<u>Electrical Requirements (when applicable):</u> If your event includes food or retail vendors and any of those vendors or you as the event coordinator require electric, you must note the request on the application.

General Liability Insurance: General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event is required. This proof of insurance or applicable rider MUST be submitted prior to receiving the Special Event Permit. Contact your insurance provider for assistance. If the event requires additional insurance, the Finance Director will notify the Police Department and City Manager's Office. Carnival applicants must provide proof of liability insurance of at least \$5 million. The city must be listed as an additional insured on the Certificate of Insurance and shall be in place at the time such structure is to be occupied or such place of assembly is established for use by the public. Additional requirements will be conveyed to the event organizers.

<u>Indemnity Statement:</u> An indemnity statement, approved by the City Attorney, whereby the event operator agrees to indemnify and hold harmless the city and its officers, agents and employees from any claim arising from the operation of the special event.



Police Support: The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The applicant may be responsible for hiring and paying off-duty law enforcement officers or reimbursing the City of Goldsboro for the costs of providing on-duty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4223.

Alcoholic Beverages:

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

- 1. Goldsboro has a Social District in the area of the HUB complex downtown. A social district is a defined area in which a person may consume alcoholic beverages from an official container sold by an approved ABC permittee located within defined social district boundaries and defined days and hours of operation. Having a Social District affects the choices available to patrons wishing to rent the HUB.
- 2. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at www.abc.nc.gov/permits.
- 3. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages from opened or sealed containers from the premises.
- 4. Areas where alcohol will be consumed, served, or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
- 5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.

If the event sells or distributes alcohol, you are required to submit an ABC permit with your application before the Special Event permit is issued.

Special Event Applicant Priority Ranking: The City Manager's Office or his designee will use the following priority list if there are conflicting requests for a particular time and date.

Priority will be given in the following order:

- a. Events that have established historic precedence and are in good standing.
- b. Events organized by the City of Goldsboro.
- c. Events organized by Wayne County Public County Schools.
- d. Events organized by Wayne County Government.
- e. Events organized by City of Goldsboro based non-profit organizations with proceeds providing assistance to the organizer or another Goldsboro based non-profit organization (requires proof of 501c(3) status).
- f. Events organized by private businesses, non-profit organizations; without or pending 501c(3) status, not



based in Goldsboro, and/or individuals for the purpose of profit, personal gain, and/or proceeds that will be used to benefit other than those Goldsboro based non-profit organizations.

<u>Criteria Considered for All Street Closures & Other Event Impacts:</u> The following factors are carefully considered prior to recommending approval of proposed events, particularly those which require street closure (whether lane closures, local streets, or major/secondary streets). Organizers wishing to close any portion of a street will need to justify that need with a compelling case composed of information in the following categories. Street Closures will also be determined based on the criteria below.

- a. Total number of event attendees, both historical trends and predicted increases.
 - i. These numbers will be considered both in terms of total attendance and attendance over time, i.e. a smaller total may still warrant closure if concentrated over a short period of time.
 - ii. Unless an event attracts more than 5,000 visitors per day it would typically not warrant the closure of a majority of Center Street.
 - iii. Smaller events with fewer than 5,000 visitors per day may warrant the closure of up to two (2) blocks of Center Street.
- b. Total number of event vendors, both historical trends and predicted increases.
 - i. Unless an event hosts more than 125 vendors it would typically not warrant the closure of a majority of Center Street.
 - ii. Smaller events with fewer than 125 vendors may warrant the closure of one or more blocks of Center Street.
- c. Event Marketing Strategy & Budget
- Verification that the event applicant or sponsor has committed to completing the "Event Impact Notification."
- e. Impact of the proposed event on residents, occupants or businesspersons of the block.
- f. Impact of the proposed event on the accessibility of emergency vehicles in the closure areas.
- g. Impact of the proposed event on vehicular traffic such as circulation, traffic movement and availability of alternate routes for traffic.
- h. Potential interference with commercial and business activities in the immediate vicinity.
- i. Conditions existing in the surrounding area that, when occurring in conjunction with a street closure,



might create a hardship or an unnecessary inconvenience to the public or people residing in the area.

j. Relationship regarding timing of proposed closure to other approved or proposed closures.

Portable Toilets: Portable toilet requirements are listed in the Street Closing application.

Tents: Tent and canopy requirements are listed in the applicable rental application or Special Event and Street Closing Application.

Trash receptacles/Waste: Solid waste plans must be provided and approved by the Public Works Department. Solid waste plans shall include provisions for both trash and recyclables. An additional fee in the amount determined by the City Manager's Office may be charged if the property is not cleaned to its prior condition.

Other Rules and Regulations:

a.

The special event must be allowed by the underlying zoning district.

The hours for the special event shall be no earlier than 9:00 a.m. and end no later than 10:00 p.m. unless approved by Goldsboro City Council.

No political or campaign promotions are permitted during the special event.

No firearms are permitted on City-owned property.

Excessive noise in violation of the City's Noise Ordinance will not be permitted and penalties may be invoked as follows:

1st Offense: Warning (Verbal or Written) and/or fine.

2nd Offense: Termination of Special Event and/or fine.

During setup and the event, the Event Organizer or designee must be always on-site. The Event Planner should be prepared to handle questions and problems regarding the event, such as resolving disputes among vendors, rain delays and coordination of City services.

The Event Organizer shall ensure that public property is protected from damage other than normal wear and tear, including, but not limited to, vandalism; damage to grass, shrubbery, or trees; damage to monuments, benches, or other amenities; damage to utilities and damage to sidewalks, asphalt in streets and parking lots.

The Event Organizer is responsible for removal of any flyers, banners, posters and/or temporary signs placed in public areas to publicize the event immediately following the end of the event.

All animals must be leashed as outlined in COG Code of Ordinances 91.15; 91.18.

Vehicles will only be allowed in designated parking areas.



Subject: Special Event and Street Closing Policy			Departm	ent: City Manager	's Office
Policy #:	Adopted:	Effective:	Supersedes:	Resolution #:	Approved by:
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Applicant understands that it will not be the responsibility of the Police Department to relocate vehicles parked along any portions of the streets to be closed prior to the event.

Special Event Application: Grounds for Denial

The City Manager's Office may deny a permit application on one or more of the following grounds:

- The event applicant does not generate a compelling case for the event's public benefit.
- Failure to submit an application within the time periods outlined herein.
- Failure to submit a complete application. A complete application is one which addresses all "required" elements of the application.
- The City Manager or his designee has already received a completed application for the same date and/or space.
- The event would conflict with previously planned programs organized and conducted by the city or non-governmental agencies scheduled for the same time and/or place.
- An event requiring street closures, occurring within ten (10) days of an existing event, which also requires street closures.
- The applicant does not comply with all applicable city ordinances, traffic rules, park rules and regulations, state health laws, fire codes and/or ABC licensing regulations.
- The use or event proposed by the applicant would present an unreasonable danger to the health or safety of the public.
- The applicant cannot comply with applicable local, state, and federal license requirements for all or part of the planned event.
- The use of the event is prohibited by law.
- The application contains material misrepresentation or fraudulent information.



Subject: Special Event and Street Closing Policy			Departme	ent: City Manager's	Office	
Policy #:	Adopted:	Effective:	Supe	rsedes:	Resolution #:	Approved by:
CMOD 003	05/06/2024	05/06/2024	RFS 2	2024-34		City Council

Appendix

Example "Notice of Event Impact"

Example General Liability Policy





NOTICE OF EVENT IMPACT

{EVENT NAME}

The organizers of {EVENT NAME} have received approval from the City of Goldsboro to host {EVENT NAME} on {EVENT DATE(S)} from {EVENT START TIME} to {EVENT CONCLUSION TIME}.

{EVENT NAME} includes the closure of {STREET NAME} between {CROSS STREET NAME} and {CROSS STREET NAME}. To accommodate event set-up and tear down this street will close between {TIME & DATE} to {TIME & DATE}.

The closure will be for the exclusion of vehicles only. A 14'emergency lane shall be provided on all streets within the said closure at all times.

Should you have questions or concerns regarding	{EVENT NAME]	and the related ev	ent impacts, you can
speak with our team by calling:			

{AUTHORIZED EVENT COODINATOR NAME AND PHONE NUMBER}

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024 COUNCIL MEETING

SUBJECT:

5K for 5p - Temporary Street Closing

BACKGROUND:

An application was received from Mikayla Barfield and The 5p – Society, requesting permission to hold a 5K to raise awareness for 5p – (cri du chat) on Saturday, May 18, 2024, from 9:00 a.m. to 11:00 a.m.

At the April 15, 2024 Meeting, Council tabled the item until the May 6, 2024 meeting.

DISCUSSION:

The race is scheduled to begin and end on Center Street near Spruce Street. The event runs through the downtown and residential areas of Goldsboro to include Center Street, Walnut Street, Jefferson Street, and Mulberry Street. The Police, Fire, Public Works, and Downtown Goldsboro offices have been notified of this request.

The race will start and finish in the same area. The time requested for the closing is from 7:00 a.m. to 11:30 a.m. to allow for the setup, event, and dismantle.

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

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

RECOMMENDATION:

It is recommended that the Council approve the street closing of sections of Center Street at Pine Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the 5K for 5p event from 7:00 a.m. to 11:30 a.m. on Saturday, May 18, 2024.

DATE: 5-1-24

Mike West, Police Chief

DATE: 5-1-W

Matt Livingston, Interim City Manager



Date of Application	
(Inner Office	Use Only)

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

**In the event of a street closing or carnival, an application should be submitted at least 30 days prior to your parade or special event.

I.	General Information				
	Type of Event: (please check all that apply)				
	☐ Parade ☑ Run/Walk ☐ Festival ☐ Street Closure ☐ Carnival ☐ Other (explain):				
	Event Name: 5K for 5p				
	Event Date(s): May 18, 2024 Event Website: not yet created				
	Inclement Weather/Rain Date(s): None yet				
	Description of Event (Please briefly describe the event.) 5k to raise awareness for 5p - (cri du chat)				
	Requested Event Location: The HUB and streets of Downtown Goldsboro				
	Event Start Time/End Time: 9:00am - 11:00am				
	Set-Up: Date & Time (start/end): 7:00am				
	Dismantle (Completion): Date & Time (start/end): 11:30am				
	Estimated Daily Attendance: +/- 100				
	Will this event require street closures? \square Yes \square No Closure Times $9:00$ am - $10:30$ am				
	If yes, please list the streets that you are requesting to be closed:				
	1. Center St a. Southbound (Pine to Mulberry St) b. Northbound (Spruce to Mulberry St)				
II.	Applicant and Sponsoring Organization Information				
	Sponsoring Organization Name: Mikayla barfield / The 5p - Society MB MB				
MB_	Are you a non-profit? ✓ Yes 🎞 XXX If yes, are you: 🗵 501c (3) 🔲 501c (6) 🔲 Place of worship (EIN number 48-1022202)				
	Applicant Name: Mikayla Barfield				
	Address: 113 Fairfield Drive				
	City: Goldsboro State: NC Zip: 27530 Phone: 919-738-8886				
	Cell Phone: _{Email:} mikaylahuf.dpt@gmail.com				



	Day of Event Contact:	
	Name: Mikayla Barfield Phone	919-738-8886
III.	I. <u>Event Map</u>	
	For Run/Walk/Parade/Carnival- FORMATION AREA LOCA	ATION: The HUB area
	For Run/Walk/Parade/Carnivals- STARTING POINT: $oxed{ {\sf W} }$	
	For Run/Walk/Parade/Carnival- ENDING POINT: Cen	ter as shown on map
	lease provide a detailed map of your event, inclu latables, rides, booths, tents, parking, etc. (Plea	ding race/walk/parade route(s), stage(s),
See	ee attached map	
IV.	. RESTROOMS & SITE CLEANUP (Bathro	oom facilities are required for events
	lasting longer than two hours and must	-
	One Port-A-Jon is recommended per 100 instead of number of participants.	people and is based on event duration
	How do you plan to handle restroom services? If portable toilets will be provided, please list the N/A	
	If no portable toilets will be provided, how will the The HUB	ese requirements be handled?
	How do you plan to remove garbage and/or recyc no less than 30 days prior to the event. Contact t Trash Bags	ling? (City receptacles must be requested separatel he Public Works Department at 919-750-7450.)

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٧.	LVCIII	LDCL	Trease answer the following questions regarding your event.
□ Yes	If Fo	"YES", l or event	event involve the sale of food? has the health department been notified? s with food, a letter from the health department must be submitted 30 days prior to the event. Department: (919) 731-1000
<u>Inform</u>	ation and	l Condit	event intend to sale alcohol? Choose one of the three options listed below. See the <u>Special</u> <u>ions of Receiving a Special Event/Parade Permit</u> section at the end of this application for more Goldsboro Social district.
	to the G is subm event w	ioldsbo itted. 2) ith an a	ose this option. 1) The ABC Permit, issued to you by the NC ABC Commission, must be submitted to Police Department prior to the event. The event permit will not be issued until the ABC Permit Your event must be CLOSED to the Social District. This means your patrons CANNOT leave your Icoholic beverage. It also means people outside of your event cannot bring alcohol from the into your event.
		o NC A	BC Commission: (919) 779-0700
			ose this option if you will not sale alcohol but want to be OPEN to the Social District. This means ing alcohol from the Social District into your event.
		letely p	ose this option if you will not sale alcohol and be CLOSED to the Social District. This means alcoho rohibited from your event; you are not selling alcohol, nor can a patron bring alcohol in from the
	☐ Yes	☑ No	Will there be musical entertainment at your event? If "YES", please provide the following information: ➤ Amplification? □ Yes □ No
	☐ Yes	☑ No	Will there be musical entertainment and/or oratory speaking at your event?
			Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.
	□Yes	☑ No	Will there be any tents or canopies in the proposed event site? If "YES", please provide the following information: Approximate Number of tents: Approximate Sizes:
			➤ Will any tent exceed 400 sq. feet in area?
			Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent. City of Goldsboro Inspections Department (919) 580-4385
			Note: Tents cannot be staked in the area of the HUB due to in-ground irrigation.
	☐ Yes	☑ No	Will you require electrical hook-ups for this event? (Please note that electrical availability is limited.)
	☐ Yes	☑ No	Will admission fees be charged to attend this event? If "YES", provide the cost(s) of all tickets:

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☐ Yes	☑ No	Will fees be charged to vendors to participate in this event? If 'YES", please provide the schedule of fees:
☑ Yes	□No	Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at http://www.goldsboronc.gov/special-events/ .
*The temporal		g of a NC Department of Transportation Street would be at the discretion of the NC

Department of Transportation.

VI. <u>Miscellaneous:</u>

Parking:

How will overall patron parking be accommodated for this event? As stated in HUB Rental

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

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

Insurance:

General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event is required. This Proof of insurance or applicable rider <u>MUST</u> be attached before submitting. Contact your insurance provider for assistance. If the event requires additional insurance, the Finance Director will notify the Police Department and City Manager's Office. Carnival applicants must provide proof of liability insurance of at least \$5 million. The city must be listed as an additional insured on the Certificate of Insurance and shall be in place at the time such structure is to be occupied or such place of assembly is established for use by the public.

Application Fee:

An application fee of \$100.00 for special events and \$200.00 for parades will be required at the time the application is submitted unless the permit is denied. This non-refundable fee is to be in the form of a check made payable to the City of Goldsboro.

Event Cancellation:

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

Public Safety:

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

Police: The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The Applicant may be responsible for hiring and paying off-duty law enforcement officers or reimbursing the City of Goldsboro for the costs of providing onduty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4223.

Prohibited Items:

No firearms or illegal drugs are allowed.

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Policy of Non-Discrimination:

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

Additional Rules Pertaining to Events:

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

Alcoholic Beverages:

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

- 1. Goldsboro has a Social District in the area of the HUB complex downtown. A social district is a defined area in which a person may consume alcoholic beverages from an official container sold by an approved ABC permittee located within defined social district boundaries and defined days and hours of operation. Having a Social District affects the choices available to patrons wishing to rent the HUB.
- 2. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at www.abc.nc.gov/permits.
- 3. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises.
- 4. Areas where alcohol will be consumed, served, or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
- 5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.

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

**For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.

<u>Agreement</u>

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

Authorized Signature	Mikayla barfield (Dec 13, 2023 11:08 EST)	Date:
Organization: 5p-		

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

Goldsboro Police Department Community Police Services 204 S. Center Street Goldsboro, NC 27530 spowers@goldsboronc.gov

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Steven Powers at spowers@goldsboronc.gov.

For Inner Office Use Only:	
Goldsboro Police Department Representative	Date
Goldsboro Fire Department Representative	Date
Downtown Goldsboro Representative	Date
Public Works Department Representative	Date
Parks and Recreation Department Representative	Date
Finance Director	Date
City Manager's Signature (Use of City Owned Lots/Non-Street Closings and Ca	Date prnivals)

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Special Event Release of Liability Waiver

The undersigned person is applying for	Use of City-Owned Property for S	Special Event on behalf of
Mikayla barfield	from the City of Goldsboro and	hereby agrees to indemnify
and hold the City of Goldsboro, its officers, agent	ts and employees harmless from all	claims, liabilities, demands,
expenses, of any nature or kind, expresses or impl	lied, whether sounding in tort or in c	ontract that may be asserted
against the City, its officials, agents and employed	es by any person, firm, or corporation	on, that may arise out of any
acts or omissions, active or passive, related to ope	erating an event on the city's proper	ty.
This the 13 day of December	, 20 <u></u> 23	
Mikayla barfield (Dec 13, 2023 11:08 EST)		(SEAL)
(Applicant & Authorized F	Representative of Event)	
This form must be completed, signs	ed and returned with the complete	ed application.

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Greater Goldsboro 5k

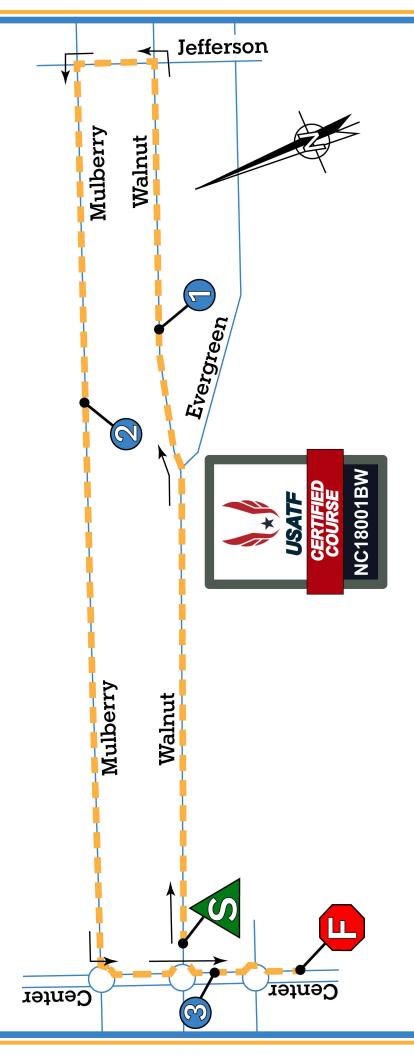
Route

Start -on- E Walnut Left -on- Jefferson Left -on- E Mulberry

Left -on- S Center Finish -on- S Center

Route is 100% unrestricted

Runners have full use of all roads curb-to-curb



Brandon Wilson

Measured By: Brandon Wilson **USATF / RRTC Certifier** IAAF / AIMS Grade A

Course = 5 km



Measured On: Jan 22, 2018

2 Mile - At 1000 E Mulberry 1 Mile - At 1108 B E Walnut

Splits

3 Mile - At 116 S Center





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2024

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

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

		nolder in lieu of such endors		-				oment on th	is continuate account to		riginto to the
PRODUCER Aon Assn Services, a Division of Affinity Ins. Services, Inc					CONTACT NAME:						
						PHONE FAX (A/C, No, Ext): (A/C, No):					
200 Was	1 K Street shington, l	NW, Suite 625 DC 20006				ADDRES	SS:				
Am	y L. Doher	ty				CUSTO	CER MER ID #: FPM	S006			
								. , ,	RDING COVERAGE		NAIC #
INSL		Five P Minus Society P. O. Box 268				INSURER A: Great American Insurance Co.					
		Lakewood, CA 90714				INSURER B:					
	-					INSURE	RC:				
						INSURE	RD:				
						INSURE	RE:				
	\/ED 4 O E (0.000	TIFIC	\ A T !	E NUMBER.	INSURE	RF:		DEVICION NUMBER.		
	VERAGES	CERTIFY THAT THE POLICIES			ENUMBER:	VE REE	N ISSUED TO		REVISION NUMBER:	HE DO	OLICY PERIOD
≜ O E	IDICATED. ERTIFICAT XCLUSIONS	NOTWITHSTANDING ANY RE E MAY BE ISSUED OR MAY S AND CONDITIONS OF SUCH	QUIR PERT. POLIC	EME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY	/ CONTRACT THE POLICIES REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TC	WHICH THIS
INSR LTR		TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
	GENERAL I	LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,00
Α	X COMM	IERCIAL GENERAL LIABILITY	X		SPP9209721		01/01/2024	01/01/2025	PREMISES (Ea occurrence)	\$	300,00
	c	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$	10,00
									PERSONAL & ADV INJURY	\$	1,000,00
	<u> </u>								GENERAL AGGREGATE	\$	2,000,00
		REGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,00
	AUTOMOBI	PRO- JECT X LOC LE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
Α	ANY A	UTO			SPP9209721		01/01/2024	01/01/2025	BODILY INJURY (Per person)	\$	
	ALL O	WNED AUTOS							BODILY INJURY (Per accident)	· ·	
		DULED AUTOS							PROPERTY DAMAGE	\$	
		AUTOS							(PER ACCIDENT)		
	X NON-C	OWNED AUTOS								\$	
	LIMPD	ELLA LIAB OCCUP								\$	
		OCCUR							EACH OCCURRENCE	\$	
		CLAIIVIS-IVIADE							AGGREGATE	\$	
		CTIBLE								\$	
		NTION \$ COMPENSATION							WC STATU- TORY LIMITS ER	\$	
		OYERS' LIABILITY RIETOR/PARTNER/EXECUTIVE // N							TORY LIMITS ER	\$	
		EMBER EXCLUDED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	If yes, descr								E.L. DISEASE - POLICY LIMIT		
	DEGORII II	ON OF OF ENAMIONS BEIOW							E.E. BIOLAGE T GETOT ENVIT	ΙΨ	
5k f City	or 5p-So	OPERATIONS / LOCATIONS / VEHICI ciety 5/18/2024 sboro is named the addit				Schedule,	if more space is	required)			
CE	RTIFICAT	E HOLDER				CANC	ELLATION				
CITGOLD City of Goldsboro 204 S Center Street Goldsboro, NC 27530					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Amy L. Doherty						

CITY OF GOLDSBORO AGENDA MEMORANDUM MAY 6, 2024, COUNCIL MEETING

SUBJECT:

Dillard/Goldsboro Alumni Parade - Temporary Street Closure

BACKGROUND:

The Dillard-Goldsboro Alumni & Friends, Inc. 69th Homecoming has events scheduled through the weekend to include the Dillard/Goldsboro Alumni & Friends, Inc. Annual Homecoming Parade.

DISCUSSION:

The street closing request for Saturday, May 25, 2024, is as follows:

<u>Parade Route</u>: North on Center Street at Spruce Street to Mulberry Street, going around the traffic circle heading South on Center Street back to Spruce Street, ending at Spruce Street.

<u>Staging Areas (streets closed for staging)</u>: Pine Street between James Street and John Street; Spruce Street between James Street and Center Street; Center Street between Elm and Center Streets.

Additional Closures recommended by the Police Department to manage traffic flow will encompass: Mulberry Street from James Street to John Street; Walnut Street from James Street to John Street; Chestnut Street from James Street to John Street; Pine Street from James Street to John Street; and Center Street at Elm Street.

<u>Parking Restrictions</u>: No parallel parking on Center Street from Pine Street to Ash Street.

The time requested for the street closing is from 8:00am to 11:30pm. Police have indicated that traffic will be restricted from 7:00am until 9:30am and all traffic stopped at 9:30am. The actual parade will begin at 10:00am and end at approximately 12:00pm.

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

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

RECOMMENDATION: By motion, grant the requested temporary street closures of the sections of Pine Street, John Street, Center Street, James Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the Dillard-Goldsboro Alumni & Friends, Inc. 69th Homecoming Parade staging area and parade route from 8:00am to 12:00am on Saturday, May 25, 2024, as stated above.

Date: <u>4-24-24</u>

Mike West, Police Chief

Matt Livingston, Interim City Manager



Date of Application	
(Inner Office Use Only)	

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

**In the event of a street closing or carnival, an application should be submitted at least 30 days prior to your parade or special event.

I.

L.	General Information					
	Type of Event: (please check all that apply)					
	☐ Parade ☐ Run/Walk ☐ Festival ☐ Street Closure ☐ Carnival ☐ Other (explain):					
	Event Name: Pilland / Goldsbord Alymni & Friends Parade					
	Event Date(s): May 25, 2024 Event Website: DG AFinc. org					
	Inclement Weather/Rain Date(s):					
	Awnual Homecomine parade that includes Cars, walking bands and floats					
	Requested Event Location: Centen street					
	Event Start Time/End Time: 10 Am - 12 pm					
	Set-Up: Date & Time (start/end): 8:00 Am					
	Dismantle (Completion): Date & Time (start/end): 12:00 pm					
	Estimated Daily Attendance: 5K to 8K prople					
	Will this event require street closures? Ø Yes □ No Closure Times 9am					
	If yes, please list the streets that you are requesting to be closed:					
	Center 54 from Elm to Ash					
II.	Applicant and Sponsoring Organization Information					
	Sponsoring Organization Name: Dillard Goldsboro Alumni & Friends					
	Are you a non-profit? ♠Yes □ No If yes, are you: ♠501c (3) □ 501c (6) □ Place of worship					
	Applicant Name: GARY PACKER Title: National President					
	Address: 146. S. Marion Dr.					
	City: 66 dybor 0 State: WC Zip: 27534 Phone:					
	Cell Phone: 919-221-4176 Email: ggpacker 79 @gmail.com					

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Day of Event Contact:

Name: Darry (Pitt

Phone: 6 9/9- 92/-270/

III. Event Map

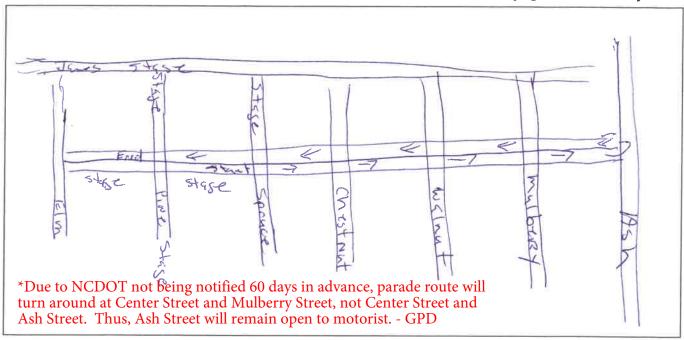
For Run/Walk/Parade/Carnival- FORMATION AREA LOCATION: Pine St

For Run/Walk/Parade/Carnivals- STARTING POINT: Spruce St

For Run/Walk/Parade/Carnival- ENDING POINT:

South Center St.

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



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

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

How do you plan to handle restroom services? □ Portable Toilets □ Other If portable toilets will be provided, please list the name/contact of the company:

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

We have not needed these services in the past

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

We use the cans & receptactes on site

V.	Even	t Det	Ails: Please answer the following questions regarding your event.		
□ Yes	If "YES", has the health department been notified? For events with food, a letter from the health department must be submitted 30 days prior to the event. o Health Department: (919) 731-1000				
nforma	ation an	d Condit	event intend to sale alcohol? Choose one of the three options listed below. See the <u>Special</u> ions of <u>Receiving a Special Event/Parade Permit</u> section at the end of this application for more Goldsboro Social district.		
	to the (is subm event v	Goldsbo nitted. 2 vith an a	ose this option. 1) The ABC Permit, issued to you by the NC ABC Commission, must be submitted to Police Department prior to the event. The event permit will not be issued until the ABC Permit Your event must be CLOSED to the Social District. This means your patrons CANNOT leave your elcoholic beverage. It also means people outside of your event cannot bring alcohol from the nto your event.		
		o NC A	BC Commission: (919) 779-0700		
		-	ose this option if you will not sale alcohol but want to be OPEN to the Social District. This means ing alcohol from the Social District into your event.		
	☐ If "NO", choose this option if you will not sale alcohol and be CLOSED to the Social District. This means alcohol is completely prohibited from your event; you are not selling alcohol, nor can a patron bring alcohol in from the Social District.				
	🛚 Yes	□ No	Will there be musical entertainment at your event? If "YES", please provide the following information: ➤ Amplification? Yes □ No		
	🕱 Yes	□ No	Will there be musical entertainment and/or oratory speaking at your event?		
			Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.		
	☐ Yes	⊠ No	Will there be any tents or canopies in the proposed event site? If "YES", please provide the following information: > Approximate Number of tents: > Approximate Sizes:		
			> Will any tent exceed 400 sq. feet in area?		
			Note: It is the renter's responsibility to contact the Inspections Department to arrange for all tent inspections that are required by City of Goldsboro ordinance. A permit is required when using any type of tent. City of Goldsboro Inspections Department (919) 580-4385		
			Note: Tents cannot be staked in the area of the HUB due to in-ground irrigation.		
	☐ Yes	É LNo	Will you require electrical hook-ups for this event? (Please note that electrical availability is limited.)		
	□ Yes	D No	Will admission fees be charged to attend this event? If "VES" provide the cost(s) of all tickets:		

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☐ Yes	Ŋ No	Will fees be charged to vendors to participate in this event? If 'YES", please provide the schedule of fees:
X Yes	□ No	Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events
		is available at http://www.goldsboronc.gov/special-events/.

*The temporary closing of a NC Department of Transportation Street would be at the discretion of the NC Department of Transportation.

VI. Miscellaneous:

Parking:

How will overall patron parking be accommodated for this event? | loca | down town parking |

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

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

Insurance:

General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event is required. This Proof of insurance or applicable rider MUST be attached before submitting. Contact your insurance provider for assistance. If the event requires additional insurance, the Finance Director will notify the Police Department and City Manager's Office. Carnival applicants must provide proof of liability insurance of at least \$5 million. The city must be listed as an additional insured on the Certificate of Insurance and shall be in place at the time such structure is to be occupied or such place of assembly is established for use by the public.

Application Fee:

An application fee of \$100.00 for special events and \$200.00 for parades will be required at the time the application is submitted unless the permit is denied. This non-refundable fee is to be in the form of a check made payable to the City of Goldsboro.

Asking for a City waiver

Event Cancellation:

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

Public Safety:

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

Police: The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The Applicant may be responsible for hiring and paying off-duty law enforcement officers or reimbursing the City of Goldsboro for the costs of providing onduty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4223.

Prohibited Items:

No firearms or illegal drugs are allowed.

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Policy of Non-Discrimination:

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

Additional Rules Pertaining to Events:

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

Alcoholic Beverages:

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

- 1. Goldsboro has a Social District in the area of the HUB complex downtown. A social district is a defined area in which a person may consume alcoholic beverages from an official container sold by an approved ABC permittee located within defined social district boundaries and defined days and hours of operation. Having a Social District affects the choices available to patrons wishing to rent the HUB.
- 2. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at www.abc.nc.gov/permits.
- 3. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises.
- 4. Areas where alcohol will be consumed, served, or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
- 5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.
- ** Submitting this Special Event/Parade Permit Application does not provide permission to conduct your planned event. Please do not send out publicity, flyers, or other media prior to receiving confirmation of approval. Your confirmation will be in the form of a Permit, issued to the organization and/or person responsible for conducting the event.
- **For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.

Agreement

I have read and understand this application and the requirements placed upon this applicant and organization. I agree to abide by the City of Goldsboro rules, regulations and ordinances should my permit application be approved. I will fulfill the requirements placed upon this permit application.					
approved. I Will fulfill t	ne requirements pia	cea upon this permit a	аррисацоп.		
Authorized Signature:	Lan	Fach	Date:	4-19-2024	

Organization: Dillard Goldsboro Alumni & Friends Fre

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

Goldsboro Police Department Community Police Services 204 S. Center Street Goldsboro, NC 27530 spowers@goldsboronc.gov

For Inner Office Use Only:

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Steven Powers at spowers@goldsboronc.gov.

Goldsboro Police Department Representative	Date	<u> </u>
Goldsboro Police Department Representative	Date	
Goldsboro Fire Department Representative	Date	
Downtown Goldsboro Representative	Date	
Public Works Department Representative	Date	
Parks and Recreation Department Representative	Date	
Finance Director	Date	
City Manager's Signature (Use of City Owned Lots/Non-Street Closings and Ca	Date	

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Special Event Release of Liability Waiver

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

This the 19 day of Applicant & Authorized Representative of Event)

(SEAL)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2024 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Angela Eubanks, CISR PHONE (A/C, No, Ext): E-MAIL Evans and Associates (252) 523-3137 FAX (A/C, No): (252) 523-2146 2904 North Herritage Street aeubanks@evansandassoc.net ADDRESS: PO Box 1437 INSURER(S) AFFORDING COVERAGE NAIC # Kinston NC 28503 Graphic Arts Mutual Insurance Company 25984 INSURFIT Utica Mutual Insurance Company INSURER B: 25976 Dillard/Goldsboro Alumni & Friends, Inc. MSURER C: PO Box 372 INSURER D : MSURER E: Social Circle GA 30025 MSLIKER F COVERAGES **CERTIFICATE NUMBER:** CL244809563 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR INSD WVD POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE X OCCUR 100,000 PREMISES (Ea occurrence s 5,000 MED EXP (Any one person) Α Y 5143514 04/06/2024 04/06/2025 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 GENERAL AGGREGATE POLICY PRO-JECT 3,000,000 PRODUCTS - COMP/OP AGG s OTHER: \$ AUTOMOBRE LIABRITY COMBINED SINGLE LIMIT 5 ANY AUTO BODILY INJURY (Per person) \$ OWNED SCHEDULED AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY BODILY INLINY (Per accident) \$ HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) \$ s WINDRELLA LIAB OCCUR 1,000,000 EACH OCCURRENCE В EXCESS LIAB 5143583 04/06/2024 04/06/2025 CLAIMS-MADE 1,000,000 **AGGREGATE** DED X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH-PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required) As required by written contract, The City of Goldsboro is an additional insured with respect to the General Liability. Forms attached. **CERTIFICATE HOLDER** CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of Goldsboro ACCORDANCE WITH THE POLICY PROVISIONS. 200 North Center Street AUTHORIZED REPRESENTATIVE Angele P. Eulianks Goldsboro NC 27530

CITY OF GOLDSBORO AGENDA MEMORANDUM May 6, 2024 COUNCIL MEETING

SUBJECT:

Wayne County Crime Stoppers Caper Chase - Temporary Street Closing

BACKGROUND:

An application was received from the Goldsboro Wayne Crime Stoppers, requesting permission to hold their 4th Annual Wayne Crime Stoppers Caper Chase on Saturday, June 1, 2024, from 8:00am to 12:00pm. This event is to support the Goldsboro Wayne Crime Stoppers Program.

DISCUSSION:

The race is scheduled to begin at Spruce Street on Center Street and end between Chestnut Street and Spruce Street on Center Street and runs through the downtown area of Walnut Street, Jefferson Street, and Mulberry Street. The Police, Downtown Goldsboro, Public Works and Parks and Recreation Departments have been notified of this request.

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

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

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

RECOMMENDATION: It is recommended that the Council approve the street closing of sections of Center Street at Pine Street, Spruce Street, Chestnut Street, Walnut Street, and Mulberry Street for the 4th Annual Wayne Crime Stoppers Caper Chase on Saturday, June 1, 2024, from 7:30am to 11:00pm.

DATE: 4-25-24

DATE: 4-27-24

Mechanica Chief

Mike West, Police Chief

Matt Livingston, Interim City Manager



Date of Application	
(Inner Office Use Only)	

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

**In the event of a street closing or carnival, an application should be submitted at least 30 days prior to your parade or special event.

I.	General Information				
	Type of Event: (please check all that apply)				
☐ Parade 爲 Run/Walk ☐ Festival ☐ Street Closure ☐ Carnival ☐ Other (explain):					
	Event Name: 4th Annual Caper Chase Road Run				
	Event Date(s): June 1, 2024 Event Website: Goldsboro Wayne Crine Stoppers				
	Inclement Weather/Rain Date(s): No				
	Description of Event (Please briefly describe the event.)				
	10K/5K/1-m.le fun run fundsaiser for Goldsboro				
	Loyne crime Stoppes Program.				
	6. 0				
	Requested Event Location: Down town				
	Event Start Time/End Time: Skm / 12pm				
	Set-Up: Date & Time (start/end): 6 Am				
	Dismantle (Completion): Date & Time (start/end):				
	Estimated Daily Attendance: 200				
	Will this event require street closures? X Yes □ No Closure Times 7:30 - 11 Am				
	If yes, please list the streets that you are requesting to be closed:				
	Center Street North/Southbound lanes Ash Street to Elm Street at Spruce, Pinc, Chestrut, Valnut, and mulberry Applicant and Sponsoring Organization Information				
II.					
	Sponsoring Organization Name: <u>Goldshorn</u> Wayne Crine Stoppers				
	Are you a non-profit? Yes □ No If yes, are you: \$\square\$501c (3) □ 501c (6) □ Place of worship				
	Applicant Name: Judy Lane Title: Ixe. Director				
	Address: 308 N. William Street				
	City: Gold 5 boxo State: NC Zip: 27530 Phone: 919-734-8177				
	Cell Phone: 919-705-3420 Email: director equicinestoppers. com				

I.

	Day of Event Contact:
	Name: Phil Hardy Phone: 919.920-3287
III.	Event Map
	For Run/Walk/Parade/Carnival- FORMATION AREA LOCATION: Center Street at Chestrut Street
	For Run/Walk/Parade/Carnivals- STARTING POINT: CRAfer & Chestrof
	For Run/Walk/Parade/Carnival- ENDING POINT: Center & chestast
*Plea	ables, rides, booths, tents, parking, etc. (Please attach additional pages as needed.)
	10K/TK maps Attached.
	1- milie Fun Run : Start Spruce at Center Street
	North on Center to Mulberry around
	Circle. South on Center to Pine
	around circle and fingh between
	Sprice and chestrut on North side
	of Center Street.
IV.	RESTROOMS & SITE CLEANUP (Bathroom facilities are required for events
	lasting longer than two hours and must be ADA compliant.)
	One Port-A-Jon is recommended per 100 people and is based on event duration instead of number of participants.
	How do you plan to handle restroom services? Portable Toilets Other If portable toilets will be provided, please list the name/contact of the company:
	N/k
	If no portable toilets will be provided, how will these requirements be handled?
	Public Restrooms
	How do you plan to remove garbage and/or recycling? (City receptacles must be requested separately no less than 30 days prior to the event. Contact the Public Works Department at 919-750-7450.)
	Volunteers collecting and cleaning the area.

v.	<u>Even</u>	t Deta	AIIS: Please answer the following questions regarding your event.
□ Yes	if Fo	"YES", h or event	event involve the sale of food? as the health department been notified? s with food, a letter from the health department must be submitted 30 days prior to the event. Department: (919) 731-1000
Informa	ation and	d Condit	event intend to sale alcohol? Choose one of the three options listed below. See the <u>Special</u> ions of Receiving a <u>Special Event/Parade Permit</u> section at the end of this application for more Goldsboro Social district.
	to the G is subm event w	Goldsbor itted. 2) vith an a	ose this option. 1) The ABC Permit, issued to you by the NC ABC Commission, must be submitted to Police Department prior to the event. The event permit will not be issued until the ABC Permit Your event must be CLOSED to the Social District. This means your patrons CANNOT leave your lcoholic beverage. It also means people outside of your event cannot bring alcohol from the nto your event.
		o NC A	BC Commission: (919) 779-0700
	7.0		ose this option if you will not sale alcohol but want to be OPEN to the Social District. This means ing alcohol from the Social District into your event.
	☐ If "N is comp	letely p	ose this option if you will not sale alcohol and be CLOSED to the Social District. This means alcohol rohibited from your event; you are not selling alcohol, nor can a patron bring alcohol in from the
	Yes	□ No	Will there be musical entertainment at your event? If "YES", please provide the following information: ➤ Amplification? Yes □ No
	Yes	□ No	Will there be musical entertainment and/or oratory speaking at your event?
	U -		Note: Any Live or Loud Music cannot begin prior to 10am, must end by 10pm and is subject to all city noise ordinances, unless approved in advance by the Goldsboro City Council. Please contact the City of Goldsboro Planning Department at 919-580-4333 for questions regarding City Ordinances.
	Yes	□ No	Will there be any tents or canopies in the proposed event site? If "YES", please provide the following information: > Approximate Number of tents: > Approximate Sizes: 10 × 10 10 10 10 10 10 10 10 10 10 10 10 10
			 City of Goldsboro Inspections Department (919) 580-4385
			Note: Tents cannot be staked in the area of the HUB due to in-ground irrigation.
	Yes	□ No	Will you require electrical hook-ups for this event? (Please note that electrical availability is limited.)
	Yes	□ No	Will admission fees be charged to attend this event? If "YES", provide the cost(s) of all tickets: Ofer to spectators.

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□ Yes	□No	Will fees be charged to vendors to participate in this event? If 'YES", please provide the schedule of fees:
Yes	□ No	Applicant has read, in its entirety, the City of Goldsboro Use of City-Owned Property for Special Events Policy. The Policy Regarding the Use of City-Owned Property for Special Events is available at http://www.goldsboronc.gov/special-events/ .

*The temporary closing of a NC Department of Transportation Street would be at the discretion of the NC Department of Transportation.

VI. <u>Miscellaneous:</u>

Parking:

How will overall patron parking be accommodated for this event? Public Parking

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

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

Insurance:

General Liability Insurance coverage of at least \$1 million that holds the City and its taxpayers harmless from claims arising out of operation of the event is required. This Proof of insurance or applicable rider MUST be attached before submitting. Contact your insurance provider for assistance. If the event requires additional insurance, the Finance Director will notify the Police Department and City Manager's Office. Carnival applicants must provide proof of liability insurance of at least \$5 million. The city must be listed as an additional insured on the Certificate of Insurance and shall be in place at the time such structure is to be occupied or such place of assembly is established for use by the public.

Application Fee:

An application fee of \$100.00 for special events and \$200.00 for parades will be required at the time the application is submitted unless the permit is denied. This non-refundable fee is to be in the form of a check made payable to the City of Goldsboro.

Event Cancellation:

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

Public Safety:

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

Police: The Goldsboro Police Department shall determine the number of police officers needed to appropriately manage security, as well as the time when such services shall commence. The Applicant may be responsible for hiring and paying off-duty law enforcement officers or reimbursing the City of Goldsboro for the costs of providing onduty law enforcement officers, to appropriately manage the event. Please contact the City of Goldsboro's Police Department Off-Duty Coordinator at 919-580-4223.

Prohibited Items:

No firearms or illegal drugs are allowed.

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Policy of Non-Discrimination:

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

Additional Rules Pertaining to Events:

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

Alcoholic Beverages:

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

- 1. Goldsboro has a Social District in the area of the HUB complex downtown. A social district is a defined area in which a person may consume alcoholic beverages from an official container sold by an approved ABC permittee located within defined social district boundaries and defined days and hours of operation. Having a Social District affects the choices available to patrons wishing to rent the HUB.
- 2. All necessary ABC permits must be issued by the State and copies provided with this application. Follow steps outlined at www.abc.nc.gov/permits.
- 3. Signs shall be posted and visible at all exit points at the special event stating that it is unlawful to remove alcoholic beverages in opened or sealed containers from the premises.
- 4. Areas where alcohol will be consumed, served, or sold must clearly be defined and delineated on the premises by barricades, caution tape or other acceptable means.
- 5. Off-duty law enforcement officers are required to be on-site if alcohol is present at the event. The number of officers required will be determined by the Goldsboro Police Department.
- ** Submitting this Special Event/Parade Permit Application does not provide permission to conduct your planned event. Please do not send out publicity, flyers, or other media prior to receiving confirmation of approval. Your confirmation will be in the form of a Permit, issued to the organization and/or person responsible for conducting the event.
- **For street closing applications: the Goldsboro Police Department will notify the applicant when the Goldsboro City Council has approved the permit.

<u>Agreement</u>

I have read and understand this application and the requirements placed	upon this applicant and organization.		
agree to abide by the City of Goldsboro rules, regulations and ordinance	s should my permit application be		
approved. I will fulfill the requirements placed upon this permit application.			
	_Date: <u>3-19-24</u>		
Organization: Moldsborn Crimedtopper	Δ		

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

Goldsboro Police Department Community Police Services 204 S. Center Street Goldsboro, NC 27530 spowers@goldsboronc.gov

CANCELLATION POLICY: Written notification of intent to cancel your event must be received in writing a minimum of 21 days prior to the scheduled event date to Sgt. Steven Powers at spowers@goldsboronc.gov.

For Inner Office Use Only:	
Goldsboro Police Department Representative	Date
Goldsboro Fire Department Representative	Date
Downtown Goldsboro Representative	Date
Public Works Department Representative	Date
Parks and Recreation Department Representative	Date
Finance Director	Date
City Manager's Signature (Use of City Owned Lots/Non-Street Closings and Ca	Date prnivals)

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Special Event Release of Liability Waiver

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

This the 19 day of March, 2024.	
Tuda Lane	(SEAL)
(Applicant & Authorized Representative of Event	:)

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

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(2 Loops)

Route is 100% unrestricted

Runners have full use of all roads curb-to-curb

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Mulberry

L L

Center

Course = 2 Loops

st time left, second time straight

(E

Walnut





Start -on- S Center

Center

Right -on- E Walnut

- - Begin Loop 1 - -

Evergreen

nosieliei

Ŧ

Mulberry

Walnut

Splitz

5 Mile - At 1104 E Mulberry 2 Mile - At 1108 E Mulberry 3 Mile - At 100 E Mulberry 4 Mile - At 1006 E Walnut 1 Mile - At 1006 E Walnut 6 Mile - At 136 N Center

Brandon Wilson

Measured By: Brandon Wilson USATF / RRTC Certifier IAAF / AIMS Grade A

Measured On: Jan 22, 2018 Course = 10 km

Finish -on- S Center

Left -on- E Mulberry

Left -on- Jefferson

- Begin Loop 2 - -

Left -on- S Center Left -on- E Mulberry Left -on- Jefferson

Left -on- E Walnut

Left -on- S Center



Greater Goldsboro 5k

Route is 100% narestricted

Center

Mulberry

ł

f

Mulberry

Walnut

Runners have full use of all roads curb-to-curb

Left -on- E Mulberry

Finish -on- S Center Left "on" S Center

Start -on- E Walnut

Route

Left -on- Jefferson

Walnut nostellet

Cente

Brandon Wilson

NC18001BW

COURSE USATE

Measured By: Brandon Wilson OSATF / RRTC Cerbilier HAF / ADMS Grade A

Measured On: Jan 23, 2018 Course = 5 km

www.runtheeast.com

2 Mile - At 1000 E Mulberry 1 Mile - At 1108 BE Wainut

3 Nile - At 116 S Center

CITY OF GOLDSBORO
NORTH CAROLINA
POLICE DEPARTMENT

DO C

RECEIVED OF

NUMBER

FOR

Desk Sgt.

TOTAL AMOUNT PAID

62951 4-3-24



LROGERS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/25/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

ti	SUBROGATION IS WAIVED, subjections of the subjection of the subjection of the subject of the sub	ct to o the	cert	terms and conditions of ificate holder in lieu of su	the po ich end CONTA NAME:	lorsement(s)	oolicies may	require an end	dorsemen	t. As	tatement on
Crawford-Henderson, Inc.					NAME: PHONE (A/C, No, Ext): (919) 778-9400 FAX (A/C, No,: (919) 751-2142						
	Box 10885 dsboro, NC 27532				E-MAIL ADDRF	_{ss:} contact@	crawhen.	com	(A/O, NO):1	(- · •)	
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					INSURER A : Cincinnati Indemnity Co.						23280
INSURED					INSURER B:						
	Crime Stoppers of Wayne Co				INSURE						
Inc. DBA Goldsboro-Wayne Crime P.O. Box 1116				INSURER D:							
Goldsboro, NC					INSURER E:						
					INSURE	RF:					
CO	VERAGES CER	TIFIC	CATE	NUMBER:				REVISION NU	MBER:		
II C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RETIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REMI TAIN,	ENT, TERM OR CONDITIO THE INSURANCE AFFOR	N OF A	NY CONTRAC	CT OR OTHER	R DOCUMENT W BED HEREIN IS S	ITH RESPE	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP		LIMIT	s	
Α	X COMMERCIAL GENERAL LIABILITY					,,,,,,,	······	EACH OCCURREN	ICE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		ENP 0122091		3/1/2024	3/1/2025	DAMAGE TO REN' PREMISES (Ea occ	TED currence)	\$	100,000 5,000
								MED EXP (Any one		\$	1,000,000
								PERSONAL & ADV		\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: PRO- LOC							GENERAL AGGRE		\$	2,000,000
	X POLICY PRO- DOTHER: LOC							PRODUCTS - COM		\$	
	AUTOMOBILE LIABILITY							COMBINED SINGL (Ea accident)	E LIMIT	\$	
	ANY AUTO							BODILY INJURY (F	Per person)	\$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (F		\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMA (Per accident)	IGE	\$	
										\$	
	UMBRELLA LIAB OCCUR							EACH OCCURREN	ICE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		\$	
	DED RETENTION \$							PER	OTH-	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE	ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDE		\$	
	If yes, describe under							E.L. DISEASE - EA			
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - PC	DLICY LIMIT	\$	
DES Roa	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL d Run - Saturday, June 1, 2024. City of	LES (A	ACORE sbore	0 101, Additional Remarks Schedu o is additional insured.	ıle, may b	e attached if mor	e space is requi	red)			
CERTIFICATE HOLDER City of Goldsboro Po Drawer A Goldsboro, NC 27533					CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
											AUTHORIZED REPRESENTATIVE