

**GOLDSBORO CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, AUGUST 5, 2019**



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

**I. ADOPTION OF THE AGENDA**

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

- a. 2019-20 Resurfacing List (Engineering) *\*Attachment Included*

**NEW BUSINESS**

- b. 2019 Public Art Recommendations (Downtown Goldsboro)
- c. Health Department Allocation Request to Combat Opioid Abuse (Mayor) *\*Attachment Included*

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

Invocation (Pastor Stanley Kelly, Fellowship Baptist Church)  
Pledge of Allegiance

**IV. ROLL CALL**

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

- A. Minutes of the Work Session and Regular Meeting of May 20, 2019

**VI. PRESENTATIONS**

- B. National Honey Bee Day Proclamation

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

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

- C. Operating Lease for Golf Turf Equipment with PNC Equipment Finance, LLC (Finance)
- D. Bid Award for Paving Greenway in Stoney Creek Park (Parks and Recreation)
- E. Contract Award- 2018 Street Paving Improvements Project Formal Bid No. 2019-003 (Engineering)
- F. City of Goldsboro Personnel Policy Revision – Anti-Harassment Policy (Human Resources)
- G. Resolution - 2019 Urgent Repair Program (URP19) (Community Relations)
- H. Z-14-19 Mary Sue Fallin – East side of Fallin Blvd between N. Berkeley Boulevard and Central Heights Road – Lot 6A (Planning)
- I. Z-15-19 Mary Sue Fallin – East side of Fallin Blvd between N. Berkeley Boulevard and Central Heights Road – Lot 4 (Planning)
- J. SITE-13-19 Alex Economy Site Plan Modification – South side of Central Heights Road between Berkeley Boulevard and Thoroughfare Road (Mobile Home Park) (Planning)
- K. S-6-19 Goldsboro Business Park (17-Lot Preliminary Subdivision Plat) (Planning)
- L. Goldsboro/Wayne Transportation Authority Board Re-Appointment (City Manager)

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

**X. CITY MANAGER'S REPORT**

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

M. National Night Out Proclamation

**XII. CLOSED SESSION**

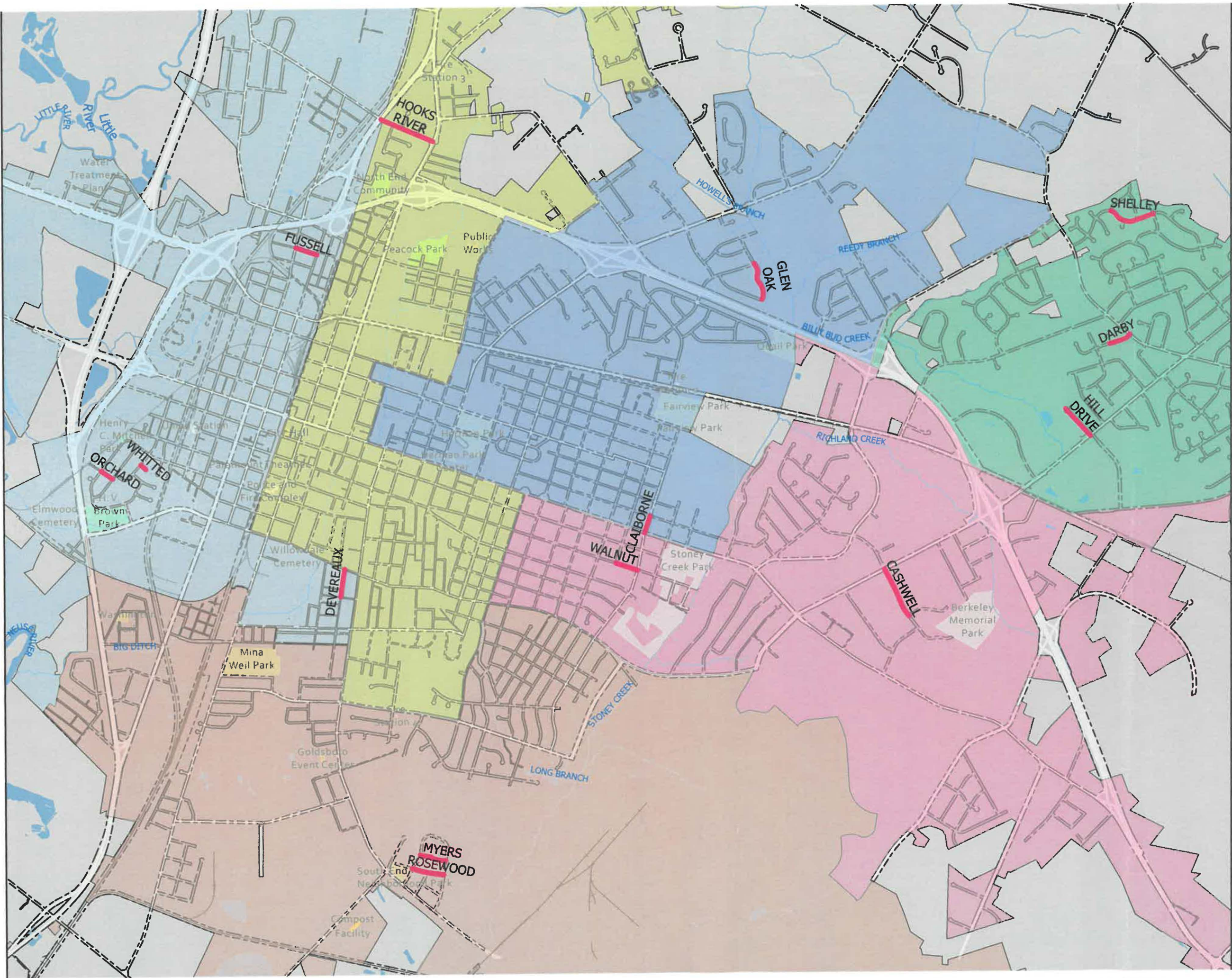
**XIII. ADJOURN**

## 2019-2020 Proposed Street Resurfacing

STREET NAME		BEGIN	END	PCR 2017	DISTRICT	ESTIMATED COST	DISTRICT TOTAL
	DEVEREAUX ST	ELM ST	ALVIN ST	52	1	\$ 65,765	\$ 272,819
	DEVEREAUX ST	ALVIN ST	EASON ST	52	1	\$ 24,193	
	FUSSELL ST	JAMES ST	GEORGE ST	18	1	\$ 94,678	
	ORCHARD ST	MILLER AV	WHITFIELD DR	43	1	\$ 59,471	
	WHITTED CT	CUL DE SAC	S ALABAMA AVE	28	1	\$ 28,712	
	CASHWELL DR	BERKELEY BLVD	BOXWOOD LN	28	2	\$ 176,028	\$ 275,026
E	WALNUT ST	TAYLOR ST	CLAIBORNE ST	17	2	\$ 98,998	
E	HOOKS RIVER RD	VICTOR PL	N WILLIAM ST	36	3	\$ 89,689	\$ 278,958
E	HOOKS RIVER RD	JOHN CT	VICTOR PL	40	3	\$ 75,197	
E	HOOKS RIVER RD	RICHARDS ST	JOHN CT	72	3	\$ 47,665	
E	HOOKS RIVER RD	N US 117 HWY BUS	RICHARDS ST	72	3	\$ 66,407	
	MYERS AV	SEYMOUR DR	SEYMOUR DR	15	4	\$ 109,664	\$ 238,619
	ROSEWOOD AV	WISTERIA RD	SEYMOUR DR	32	4	\$ 64,760	
	ROSEWOOD AV	SEYMOUR DR	WISTERIA RD	32	4	\$ 64,195	
N	CLAIBORNE ST	ASH ST	PEACHTREE ST	57	5	\$ 75,574	\$ 280,606
	GLEN OAK DR	HANDLEY ACRES DR	PINELAND DR	42	5	\$ 205,032	
	HILL DRIVE CR	BERKELEY BV	CIRCLE-CDS	44	6	\$ 118,048	\$ 257,285
	DARBY RD	WOOD PL	NEW HOPE RD	25	6	\$ 72,560	
	SHELLEY DR	JAY RYAN RD	JENNIFER PL	70	6	\$ 23,900	
	SHELLEY DR	JENNIFER PL	JENNIFER RD	45	6	\$ 19,661	
	SHELLEY DR	JENNIFER RD	SAMUEL RD	34	6	\$ 23,116	
							\$ 1,603,313



2019 - 2020  
Proposed Street Resurfacing



**MAP LEGEND**

2019-2020 Proposed Street Resurfacing

**Council Districts**

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6



## BRIEFING SUMMARY

## Wayne County Health Department Collaborative Request to City of Goldsboro

**Purpose:** Three Year Continuation of Opioid Action Plan Coordinator Position

**Background:** It is estimated that as many as 650,000 people will die over the next 10 years at the current rate of opioid overdoses. Wayne County had 69.7 opioid prescriptions per 100 persons in 2017. The County also had 23 opioid drug related deaths in 2017. There are at least 18 reported Naloxone reversals in the past few months. In response to the state-wide Opioid Action Plan created to help combat the opioid crisis the health department was awarded a one-year grant, July 2018- June 2019, through the Division of Mental Health, Developmental Disabilities and Substance Abuse Services (MHDDSA) to build response capacity, establish an action plan, and align community interests to combat the opioid crisis.

**Current Status:** In 2018 there were 71 opioid related overdose visits to the ED. Wayne County experienced 44 drug-related overdose deaths in the same year, 20 of which were opioid related. NC DETECT reports are difficult to utilize due to average monthly over-dose related visits <5 not qualifying for accurate monthly updates. This makes tracking real numbers difficult. Also, cause of death may not reflect drug overdose as primary cause. Law enforcement reports directly to the CALM (substance use disorder community action team). They have indicated that drug (opioid) related response is still active and alarming.

In response of the local health department being awarded the grant through the Opioid Action Plan initiative, the LHD has trained four (4) Peer Support Specialists; established two (2) Post-Overdose Response Teams (PORT); developed an Overdose Prevention Coordinator position and then recruited a well-qualified professional; created MOUs with UNC Wayne and Wayne County Sheriff's Department for post overdose referrals; initiated a collaborative with District 8 Judicial services for improved drug deferment response; created unprecedented contact with known drug use areas for training, preventive education, and control measures; and, initiated efforts for proven harm reduction strategies to include a syringe exchange program and community recovery center.

	All of Wayne County	Wayne UNC Only
2016	<b>83</b>	<b>72</b>
2017	<b>78</b>	<b>74</b>
2018	<b>71</b>	<b>62</b>

**Opioid Related Overdose ED Visits** NC Detect

**Key Considerations:** It takes more than one year to develop measurable impact regarding community issues. Drug misuse and opioid use disorder (OUD) has led to an excess of 26 million dollars per year in combined medical costs and work loss. The early momentum established by the grant cannot be abandoned and key elements must be maintained for continued address of the opioid crisis. Primary data collected for the 2018 Community Health Needs Assessment indicate the community's concern of the various substance use disorders being addressed and preventing opioid overdoses is a viable start in a collective approach to lower the mortality rate of unintentional injuries which is a leading cause of death in the County. Therefore, establishing a continuous purpose and resource to maintain the effort of strategic initiatives will allow a more viable opportunity to see change over time in the form of quantitative outcomes.

**Recommendations:** The Wayne County Health Department is seeking a commitment from the city of Goldsboro to provide an annual allocation of \$12,000 for a three-year period to help fund the county's Overdose Prevention Coordinator. This allocation will make up a portion of the total cost of salary, fringe, and an 18% operating budget.



MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD  
MAY 20, 2019

**WORK SESSION**

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 3:00 p.m. on May 20, 2019 with attendance as follows:

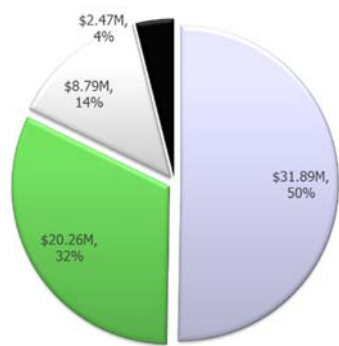
Present: Mayor Chuck Allen, Presiding  
Mayor Pro Tem Bevan Foster  
Councilmember Antonio Williams  
Councilmember Bill Broadaway  
Councilmember Mark Stevens (arrived at 3:57 p.m.)  
Councilmember David Ham (arrived at 3:50 p.m.)  
Councilmember Gene Aycock  
Ron Lawrence, City Attorney  
Tim Salmon, City Manager  
Melissa Capps, City Clerk  
Randy Guthrie, Assistant City Manager  
Octavius Murphy, Assistant to the City Manager  
Mike Wagner, Public Utilities Director  
Jennifer Collins, Planning Director  
Catherine Gwynn, Finance Director  
Andrea Thompson, Assistant Finance Director  
Rick Fletcher, Public Works Director  
Felicia Brown, Interim Parks and Recreation Director  
Scott Williams, IT Director  
Shycole Simpson-Carter, Community Relations Director  
Mike West, Police Chief  
Joe Dixon, Fire Chief  
James Farfour, Deputy Chief  
Bernadette Dove, HR Director  
Stephanie Slusser, Paramount Theatre Service Coordinator  
Allen Anderson, Chief Building Inspector  
Julie Metz, Downtown Development Director  
Adam Twiss, Paramount Theatre Director (arrived at 3:27 p.m.)  
Marty Anderson, City Engineer (arrived at 4:25 p.m.)  
Eddie Fitzgerald, Goldsboro News-Argus  
Ken Conners, Goldsboro Daily News (arrived at 5:00 p.m.)  
Shirley Edwards, Citizen (arrived at 5:00 p.m.)  
Kimberly Rhodes, Citizen (arrived at 5:00 p.m.)  
DR Holliday, Citizen (arrived at 5:00 p.m.)  
Yvonna Moore, Citizen (arrived at 5:00 p.m.)  
Keyon Carter, Citizen (arrived at 5:00 p.m.)  
Myelle Thompson, Citizen (arrived at 5:00 p.m.)  
Brandy Matthews, Citizen (arrived at 5:00 p.m.)  
Taj Pollack, Citizen (arrived at 5:00 p.m.)  
Bobby Mathis, Citizen (arrived at 5:00 p.m.)  
Della Mathis, Citizen (arrived at 5:00 p.m.)  
Constance Coram, Citizen (arrived at 5:00 p.m.)  
Ravonda Jacobs, Citizen (arrived at 5:35 p.m.)

**Call to Order.** The meeting was called to order by Mayor Allen at 3:00 p.m.

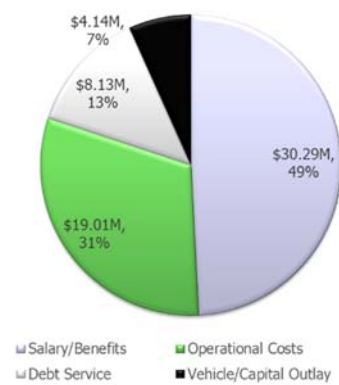
**Budget Work Session.** Ms. Catherine Gwynn shared the following information:

FY 2019-20 Budget Presentation

FY 2019-20 Budget \$63.4M\*



FY 2018-19 Budget \$61.6M



\*3% Budget increase is based on previously planned costs (with the exception of Debt Service for Herman Park Center not included). Expected revenue growth is aggressive and may not materialize, i.e. sales tax and property tax.

Summary FY 2019-20 Budget

Category	General	Stormwater	Utility	DGDC	Occupancy Tax	Total
Salary/Benefits	\$ 27,163,813	\$ 558,678	\$ 3,963,959	\$ 2,752	\$ 195,572	\$ 31,884,774
Operational Costs	9,979,992	381,798	9,125,382	97,599	679,160	\$ 20,263,931
Debt Service	5,206,876	125,085	3,221,587	-	239,000	8,792,548
Vehicle/Capital Outlay	1,274,213	300,688	896,400	-	-	2,471,301
Total	\$ 43,624,894	\$ 1,366,249	\$ 17,207,328	\$ 100,351	\$ 1,113,732	\$ 63,412,554

Operational Costs Summary FY 2019-20 Budget

Category	General	Stormwater	Utility	DGDC	Occupancy Tax	Total
Gasoline/Diesel Costs	\$ 817,400	\$ 30,000	\$ 143,500			\$ 990,900
Auto Repairs/Parts	\$ 570,000					\$ 570,000
Utilities/Telephone	652,617	2,820	1,011,128		780	\$ 1,667,345
Agencies	503,129				15,000	\$ 518,129
Auto/Liab. Prem.	260,833		279,215			\$ 540,048
Service Fees to GF			2,869,532			\$ 2,869,532
Chemicals			1,032,307			\$ 1,032,307
Rent					9,275	\$ 9,275
Advertising	86,050			21,280	119,500	\$ 226,830
Other Op Costs	7,979,555	348,308	3,843,783	76,319	546,536	\$ 12,794,501
Total	\$ 10,869,584	\$ 381,128	\$ 9,179,465	\$ 97,599	\$ 691,091	\$ 21,218,867

Fund Balance

Use of Fund Balance is recommended to fund one time expenditures in the General Fund and the Occupancy Tax Fund described below. In order to maintain an adequate fund balance, any increased expenditure must be accompanied by either new sources of additional revenue or a reduction of existing appropriations.



	Beginning Balance (Audit) FY 2018-19	Projected Ending Balance FY 2018-19	Appropriations FY 2019-20	Revised Beginning Balance FY 2019-20
<b>General Fund</b>	\$ 6,670,426	\$ 5,570,426	\$ 778,842	\$ 4,791,584
<b>Stormwater Fund</b>	287,779.00	\$ 287,779	-	287,779
<b>Utility Fund</b>	5,962,361	4,262,361	-	4,262,361
<b>Downtown District</b>	82,895	85,095	-	85,095
<b>Occupancy Tax Fund</b>	1,219,431	1,219,431	24,000	1,195,431
<b>Total</b>	<b>\$ 14,222,892</b>	<b>\$ 11,425,092</b>	<b>\$ 802,842</b>	<b>\$ 10,622,250</b>

Utility Fund:

FEMA Reimbursement Hurricane Florence est. \$1.7M (difference from Beginning and Projected Balances)

General Fund:

FEMA Reimbursement Hurricane Florence est. \$1.1M (difference from Beginning and Projected Balances)

Streetscape Tiger Match \$768,000 (part of 20% required matching funds)

Cemetery Perpetual Fund Reserve for Mower \$10,842 (reserved fund balance)

Occupancy Tax Fund:

Travel and Tourism Master Plan \$24,000

Ms. Gwynn reviewed the following budget sections:

1. Revenues (General, Stormwater & Utility Funds)
2. Agency Support
3. Debt Service
4. Positions
5. Salary and Employee Benefits
6. Departmental Requests
7. Vehicle/Capital Requests
8. DGDC/Occupancy Tax Fund
9. Fund Balance

**General Fund Revenues**

	FY 18-19	FY 19-20	
	Adopted	Recommended	
	Budget	Budget	Difference
<b>Taxes</b>	<b>\$16,432,843</b>	<b>\$16,924,894</b>	<b>\$492,051</b>
<b>Licenses &amp; Permits</b>	<b>382,650</b>	<b>385,888</b>	<b>3,238</b>
<i>Business Registration Fee</i>	34,000	35,213	1,213
<i>Permits</i>	348,650	350,675	2,025
<b>Revenue Other Agencies</b>	<b>18,076,324</b>	<b>18,695,499</b>	<b>619,175</b>
<i>State-Collected Revenues</i>			
<i>Sales Tax</i>	9,200,876	9,813,576	612,700
<i>Utility Franchise Tax</i>	2,737,866	2,933,850	195,984
<i>Powell Bill</i>	944,444	918,925	(25,519)
<i>Cable TV</i>	250,000	258,064	8,064
<i>Transportation (NCDOT)</i>	414,598	370,223	(44,375)
<i>NCDOT Signal Reimbursement</i>	215,000	241,428	26,428
<b>Charges for Services</b>	<b>4,694,440</b>	<b>4,974,549</b>	<b>280,109</b>
<i>Refuse Service Charges</i>	3,260,000	3,548,451	288,451
<i>Parks &amp; Recreation Fees</i>	116,000	141,113	25,113
<i>Golf Course Fees</i>	571,800	547,404	(24,396)
<i>Paramount Theatre</i>	170,000	171,048	1,048
<i>Event Center Rentals</i>	95,000	72,275	(22,725)

	FY 12-13	FY 13-14	
	Adopted	Recommended	
	Budget	Budget	Difference
<b>Capital Returns</b>	<b>138,500</b>	<b>1,374,900</b>	<b>1,236,400</b>
Investment Earnings	38,500	65,707	27,207
Sale of Property	50,000	25,000	(25,000)
Equipment Sales	50,000	131,726	81,726
Loan Proceeds	0	1,152,000	1,152,000
<b>Miscellaneous</b>	<b>1,201,500</b>	<b>490,322</b>	<b>(711,178)</b>
* Salaries/Payroll Attrition/Health	900,000	0	(900,000)
Miscellaneous Revenue	301,500	490,322	188,822
<b>Fund Balance Withdrawal</b>	<b>0</b>	<b>778,842</b>	<b>778,842</b>
<b>Total</b>	<b>\$40,926,257</b>	<b>\$43,624,894</b>	<b>\$2,698,637</b>

\*Attrition/Lapsed Salaries and Health Insurance Waived is calculated within the departmental budgets reducing costs.

### AD VALOREM TAXES

	<u>Adopted FY 18-19</u>	<u>Recommended FY 19-20</u>
1. REAL ESTATE	\$ 14,235,599	\$ 14 694,791
2. VEHICLE	\$ 1,500,000	\$ 1,500,000
2. ONE-CENT TAX EQUALS	\$ 220,000	\$ 230,000
3. COLLECTION PERCENTAGE	98.34%	98.34%
5. TAX RATE PER \$100	\$ .65	\$ .65
No property tax increase proposed.		
Revaluation Year 1/1/2019		
Last Revaluation 1/1/2011, effective for FY 11-12		

### Utility Fund Revenues

	FY 18-19	FY 19-20	
	Adopted	Recommended	
	Budget	Budget	Difference
<b>Charges for Services*</b>	<b>\$16,778,500</b>	<b>\$16,439,755</b>	<b>&lt;338,745&gt;</b>
Current Water Charges	6,779,000	6,416,258	<362,742>
Current Sewer Charges	7,800,000	7,749,831	<50,169>
Late Payment Fees	235,000	230,262	<4,738>
Service Penalty	130,000	120,908	<9,092>
Taps	30,500	35,794	5,294
Compost Revenue	60,000	44,403	<15,597>
Backflow Inspection Fees	4,500	2,700	<1,800>
<b>Capital Returns</b>	<b>37,900</b>	<b>37,548</b>	<b>&lt;352&gt;</b>
Investment Earnings	31,000	23,895	<7,105>
<b>TIGER V Grant Reimb.</b>	<b>238,688</b>	<b>-0-</b>	<b>&lt;238,688&gt;</b>
<b>Miscellaneous</b>	<b>430,000</b>	<b>301,025</b>	<b>&lt;128,975&gt;</b>
<b>Proceeds from Loan</b>	<b>528,000</b>	<b>86,000</b>	<b>&lt;442,000&gt;</b>
<b>FEMA Reimbursement</b>	<b>-0-</b>	<b>343,000</b>	<b>343,000</b>
<b>Fund Balance Withdrawal</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
<b>Total</b>	<b>18,013,088</b>	<b>17,207,328</b>	<b>&lt;805,760&gt;</b>

\*Based on Actual Collections



CURRENT      PROPOSED

WATER RATES (No Increase)

(Per CCF) (Residential/Commercial)	\$ 2.15	\$ 2.15
(Per CCF) (Industrial)	1.59	3.18
(Per 1000 Gallons) Residential/Commercial)	2.87	2.87
(Per 1000 Gallons) (Industrial)-Inside/Outside	2.13/4.25	2.13/4.25
Base Fee Increase (No Increase)	12.14	12.14
*Wholesale Water (Increase)		10%

SEWER RATES (No Increase)

(Per CCF) (Residential/Commercial)	4.65	4.65
(Per CCF) (Industrial)	1.59	3.18
(Per 1000 Gallons) Residential/Commercial)-Inside/Outside	6.27/12.43	6.27/12.43
(Per 1000 Gallons) (Industrial)-Inside/Outside	5.57/11.15	5.57/11.15

REFUSE RATES

Residential	22.00	22.00
Commercial (Dumpster)	5.50/Cubic Yd.	5.50/Cubic Yd.
Commercial (Roll-Out Containers)	40.50	40.50
(Additional Cart)	15.00	15.00
Reconnection Fee	10.00	10.00

\*Includes 10% Wholesale Water Increase

\*\*City has budgeted for a Utility Fund rate study (last done in 1987); potential rate increases can be allocated for capital improvement projects (CIP)

Water/Sewer Rates Comparisons

Average Consumption (5,000 gallons)				Monthly
				Residential
Municipality	Water	Sewer	Total	Refuse Fee
Kinston	\$ 41.86	\$ 38.33	\$ 80.19	\$ 27.03
Wilson	\$ 33.87	\$ 45.00	\$ 78.87	\$ 17.50
Smithfield	\$ 30.79	\$ 46.22	\$ 77.01	\$ 16.00
Mt. Olive	\$ 22.81	\$ 51.00	\$ 73.81	\$ 16.60
Jacksonville	\$ 25.94	\$ 47.05	\$ 72.99	\$ 5.00
Greenville	\$ 27.80	\$ 40.00	\$ 67.80	\$ 15.75
Goldsboro	\$ 26.48	\$ 31.02	\$ 57.50	\$ 22.00
Rocky Mt.	\$ 21.57	\$ 28.50	\$ 50.07	
Average Cost	\$ 28.89	\$ 40.89	\$ 69.78	
Wayne Water	\$ 36.27		\$ 36.27	

Stormwater Utility Fund

Stormwater fee is used to repair and maintain drainage facilities that convey storm water; thereby, improving drainage flow, and in many cases the water quality of storm water. The City started billing for single family residential units at \$4.50 per month in July 2017 with most multi-family and businesses being billed based on their individual impervious area or ERU in May 2018.

Number of ERUs	Monthly Rate Per ERU
First 60 (Includes Residential)	\$ 4.50
61 to 100	\$ 3.00
101 to 150	\$ 2.00
Above 150	\$ 1.00

User Fees Self-Sufficiency

Revenues/Expenditures/Debt	FY 2017-18	FY 2018-19	FY 2019-20	Over/Under
Water *	100.79%	111.61%	114.84%	\$ 1,038,097
Water Reclamation *	88.52%	92.39%	88.74%	\$ (982,877)
Refuse	99.29%	103.76%	107.56%	\$ 249,454
Golf Course	79.26%	89.54%	79.32%	\$ (142,712)
Paramount (EXCL DEBT SVC)	36.56%	35.70%	37.56%	\$ (284,332)
Goldsboro Event Ctr (EXCL DEBT SVC)	62.60%	66.02%	47.72%	\$ (79,168)

\*Water Operations subsidize Sewer Operations; rate study will better realign revenues with expenditures.

Agency Support

FY 2019-20 Agency Requests							
Fund	Code			Agency	FY 18-19 Allocation	FY 19-20 Requested Amount	FY 19-20 Recommended Amount*
General	11	7310	4916	Chamber of Commerce	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	11	7310	4917	Wayne County Alliance	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
	11	7310	4932	Literacy Connections	\$ 10,000.00	\$ 12,000.00	\$ 10,000.00
	11	7310	4980	Rebuilding Broken Places	\$ 5,000.00	\$ 20,000.00	\$ 5,000.00
	11	7310	4981	HGDC Community Crisis Center	\$ 5,000.00	\$ 17,500.00	\$ 5,000.00
	11	7310	6993	Boys & Girls Club	\$ 10,000.00	\$ 15,000.00	\$ 10,000.00
	11	7310	6994	Arts Council	\$ 25,000.00	\$ 30,000.00	\$ 25,000.00
	11	7310	9933	WAGES	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
	11	7310	9937	W.A.T.C.H.	\$ 20,000.00	\$ 45,000.00	\$ 20,000.00
	11	7310	9947	Wayne County Historical Museum	\$ 15,000.00	\$ 17,500.00	\$ 15,000.00
	11	7310	9951	Wayne Uplift	\$ -	\$ 10,000.00	\$ -
	11	7310	9952	Communities in Schools	\$ 15,000.00	\$ 20,000.00	\$ 15,000.00
	11	7310	9979	Waynesborough Park	\$ 20,000.00	\$ 42,950.00	\$ 20,000.00
	11	7310	9980	Goldsboro/Wayne Transportation	\$258,129.00	\$303,129.00	\$ 303,129.00
	11	7310	9996	W.I.S.H.	\$ 10,000.00	\$ 20,000.00	\$ 10,000.00
					\$458,129.00	\$618,079.00	\$ 503,129.00

\*Requests funded at the FY19 Adopted Budget amounts/rates.

Debt Payment Funding

Fund	FY 18-19 Adopted	FY 19-20 Recommend	Incr/(Decr)
General Fund*	\$4,929,905	\$5,206,876	\$ 276,971
Stormwater Fund	129,980	125,085	(4,895)
Utility Fund	3,267,979	3,221,587	(46,392)
Occupancy Tax Fund	342,000	239,000	(103,000)
CDBG	150,000	150,000	-
Total	\$8,819,864	\$8,942,548	\$122,684

\*General Fund Increase due to new debt issued FY2019:  
Street Bonds \$4.5M

Proposed New Debt Service

General Fund

- Herman Park Center \$11,737,000  
Issuance: Jul 2019 (FY 2019-20)  
Amortization: 15 Year Level Principal  
Interest Rate: 3.00%  
First Interest: FY 2021  
First Principal: FY 2021

Note:

Debt service not included in Fy20 proposed budget.  
Total payment year 1 is \$1,125,329.

**Utility Fund**

■ Water System Improvements	\$3,610,000
Funding Date: TBD	
Rate: 1.82%	
Amortization: 20 Year Level Principal	
■ Wastewater System Improvements	\$1,235,100
Funding Date: FY TBD	
Rate: 1.82%	
Amortization: 20 Year Level Principal	
■ Water Plant Expansion (Plate Settlers)	\$2,325,000
The City intends to submit an application for an SRF loan to fund this process.	
Funding Date: FY TBD	
Rate: 2.50%	
Amortization: 20 Year Level Principal	

\*Increases current \$71M Outstanding Debt by \$7M (10%)

**FY 19-20 (General/Utility Fund)**

■ Equipment Loan

\$1,237,712

<u>Department</u>	<u>Description</u>	<u>Amount</u>
Inspections	(1) Ford Truck	\$ 25,000
Streets	(1) Backhoe	121,182
Streets	(1) Pothole Patcher	186,500
Streets	(1) Tractor Trailer Rig (Wet Line)	150,000
Engineering	(1) Traffic Signal Budget Truck	144,000
Fire	(1) Ford Truck	32,500
Police	(8) Police Line Cars	447,420
Police	(2) Police Admin Cars	45,110
Dist. & Coll.	(1) F450 Utility Truck	60,000
Water Recl.	(1) Pickup Truck	26,000
	Total	<u>\$ 1,237,712</u>

5 year loan – 1ST Yr. (GF – \$251,480) (UF – \$18,800)  
3% Estimated Interest Rate

New Positions - Recommended

**GENERAL FUND/UTILITY FUND**

Position	Department	Salary and Benefits
1. Sr. Heavy Equipment Operator	Solid Waste	\$54,664
2. WTP Operator I	Water Treatment	\$44,208
3. WRF Operator I	Water Reclamation	\$44,208
4. Computer Systems Admin I	Information Technology	\$65,074
5. Senior Fleet Mechanic	Garage	\$52,364
6. Buildings & Grounds Supervisor	Building & Grounds	\$68,010

Positions Not Recommended

Position	Department	Salary and Benefits
1. Technical Director	Paramount	\$52,364
2. Adm. Assistant III	IT	\$52,364
3. Computer Sys. Adm. I	IT	\$65,074
4. Computer Sys. Adm. II	IT	\$74,330
5. Computer Sys. Adm. II	IT	\$74,330
6. Sr. Fleet Mechanic (PT)	Garage	\$ 9,689
7. Sign Technician	Engineering	\$46,100
8. Adm. Assistant I	Police	\$50,174
9. Sr. Rec. Asst. – Adaptive	Parks & Rec.	\$46,100
10. Park Technician	Parks & Rec.	\$39,054
11. Park Technician	Parks & Rec.	\$39,054
12. Instrumentation/Electr.	Water Treatment	\$54,664
13. Downtown Rec Aide (PT)	Downtown District	\$ 8,747

Authorized Positions

	<u>General Fund</u>						
	<u>Public</u>	<u>Non-Public</u>		<u>Stormwater</u>	<u>Utility</u>	<u>Occupancy</u>	
<u>Fiscal Year</u>	<u>Safety</u>	<u>Safety</u>	<u>Total</u>	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Total</u>
2011-12	209	209	418		60	2	480
2012-13	207	199	406		62	2	470
2013-14	201	181	382		59	2	443
2014-15	202	182	384		61	2	447
2015-16	203	176	379		61	2	442
2016-17	203	180	383		63	2	448
2017-18	204	185	389	2	63	2	456
2018-19	205	182	387	10	64	3	464
2019-20	205	186	391	10	66	3	470

Max. Authorized Positions in FY 2011-12 – 480

Salary/Benefit Costs

	<u>General Fund</u>	<u>Stormwater Fund</u>	<u>Utility Fund</u>	<u>Occupancy Fund</u>
Salaries	20,155,372	404,231	2,889,573	144,045
Social Security	1,571,790	30,924	220,107	11,075
Retirement	1,751,051	36,462	260,639	12,993
Health Insurance	2,528,100	63,600	426,120	19,080
401(K)	817,181	16,169	115,583	5,762
COLA/Merit	340,319	7,292	51,937	2,617
<b>Total</b>	<b>\$27,163,813</b>	<b>\$558,678</b>	<b>\$3,963,959</b>	<b>\$195,572</b>

Salary Adjustment/Benefits

■ <b><u>Salary Adjustments</u></b>		
1% Cost of Living Increase (July 2019)		\$266,966
1% Merit Adjustment (January 2020)		<u>\$135,199</u>
Total Cost Increase		\$402,165
■ <b><u>401(K) Contribution</u></b>		
Non-Sworn Employees (4%) and Sworn Employees (5%)		
Non-Sworn Employees		\$670,218
Sworn Employees		<u>\$266,157</u>
Total Cost		\$936,375
■ <b><u>Retirement Rates:</u></b>	<b><u>FY 2018-19</u></b>	<b><u>FY 2019-20</u></b>
General Employees	7.82%	9.02%
Law Enforcement Employees	8.50%	9.70%
Employer Contribution Increase:		\$306,013
■ <b><u>Health Insurance:</u></b>		
Employer Increase:		\$38,220



General Fund Expenditures

<u>Department</u>	<u>FY 18-19 Adopt</u>	<u>Fy19-20 Recom.</u>	<u>Over (Under) FY19</u>
Police Department	\$ 9,599,759	\$ 9,769,642	\$ 169,883
Fire Department	\$ 6,186,100	\$ 6,528,873	\$ 342,773
Special Expense Fees	\$ 5,793,162	\$ 5,645,233	\$ (147,929)
Parks and Recreation	\$ 3,395,032	\$ 3,382,592	\$ (12,440)
Solid Waste	\$ 2,919,924	\$ 3,299,087	\$ 379,163
Garage	\$ 2,285,658	\$ 2,325,964	\$ 40,306
Information Technology	\$ 1,244,897	\$ 1,601,566	\$ 356,669
Finance	\$ 1,267,341	\$ 1,299,131	\$ 31,790
Planning & Redevelopment	\$ 1,367,536	\$ 1,204,780	\$ (162,756)
Downtown Development	\$ 444,198	\$ 1,180,990	\$ 736,792
Engineering	\$ 992,926	\$ 1,140,714	\$ 147,788
Street Maintenance	\$ 774,112	\$ 1,095,169	\$ 321,057
City Manager	\$ 1,166,118	\$ 891,318	\$ (274,800)
Inspections	\$ 817,196	\$ 868,431	\$ 51,235
Buildings & Grounds	\$ 764,578	\$ 828,256	\$ 63,678
Golf Course	\$ 638,629	\$ 690,116	\$ 51,487
Human Resources Management	\$ 595,637	\$ 654,640	\$ 59,003
Mayor & Council	\$ 344,028	\$ 501,251	\$ 157,223
Public Works - Adm	\$ 471,569	\$ 483,658	\$ 12,089
Streets Utilities	\$ 475,200	\$ 479,200	\$ 4,000
Paramount Theater	\$ 476,133	\$ 455,380	\$ (20,753)
Transfers & Shared Services	\$ -	\$ 348,765	\$ 348,765
Cemetery	\$ 320,549	\$ 346,525	\$ 25,976
Community Relations	\$ 161,085	\$ 171,170	\$ 10,085
Goldsboro Event Center	\$ 143,890	\$ 151,443	\$ 7,553
Street Paving Division	\$ -	\$ -	\$ -
	\$ 42,645,257	\$ 45,343,894	\$ 2,698,637

Stormwater Fund Expenditures

■ <b><u>Stormwater Department (\$1,336,249)</u></b>	
Stormwater Drainage Improvements	226,688
Tree Service	50,000
Landfill Charges	40,000

Utility Fund Expenditures

■ <b><u>Distribution and Collections Division (\$3,394,847)</u></b>	
Water Meters & Boxes	100,000
Fire Hydrants/Water Valve Replacement	200,000
Loan Payment (AMI)	754,295
Lease Purchase Payment	31,855
■ <b><u>Water Treatment Plant (\$5,297,509)</u></b>	
Consultant – Rate Study	100,000
Chemicals	886,407
Neuse River Dredging	79,000
Flood Control Structure	600,000
Debt Svc Payments	592,250
Mach./Equip. Maintenance	714,350
■ <b><u>Water Reclamation Facility (\$7,035,284)</u></b>	
Chemicals	143,400
Mach/Equipment Maintenance	724,118
Pump Station Maintenance	222,000
Debt Svc Payments	1,605,914
■ <b><u>Utility Fund (Capital) (\$635,810)</u></b>	
Salary Reserve (Cola/Merit)	52,378
Utility Improvements (Streetscape)	346,000
Lease Purchase Payment	180,232
■ <b><u>Compost Facility (\$843,878)</u></b>	
Equipment Fuel	36,000
Mach/Equipment Maintenance	110,750

**Capital Requests/Recommended  
FY 2019-20**

		<u>FY 2018-19</u>	<u>FY 2019-20</u>
GENERAL FUND	Requested	\$ 4,046,834	\$ 5,434,454
	Recommended	\$ 891,090	\$ 1,274,213
	Total Unfunded	<u>\$ (3,155,744)</u>	<u>\$ (4,160,241)</u>
STORMWATER	Requested	\$ 291,000	\$ 570,688
	Recommended	\$ 291,000	\$ 300,688
	Total Unfunded	<u>\$ -</u>	<u>\$ (270,000)</u>
UTILITY	Requested	\$ 5,880,400	\$ 2,137,500
	Recommended	\$ 2,511,088	\$ 896,400
	Total Unfunded	<u>\$ (3,369,312)</u>	<u>\$ (1,241,100)</u>
TOTAL	Requested	\$ 10,218,234	\$ 8,142,642
	Recommended	\$ 3,693,178	\$ 2,471,301
	Total Unfunded	<u>\$ (6,525,056)</u>	<u>\$ (5,671,341)</u>

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>Difference</u>
<b><u>VEHICLES/ROLLING STOCK</u></b>			
<b><u>GENERAL FUND</u></b>			
Requests	\$1,849,238	\$2,409,563	\$560,325
Recommended	261,457	19,842	( 241,615)
(Financing)	239,000	957,712	718,712
<b><u>STORMWATER FUND</u></b>			
Requests	\$ 116,000	\$ 344,000	\$228,000
Recommended	116,000	74,000	( 42,000)
<b><u>UTILITY FUND</u></b>			
Requests	\$ 507,500	\$ 258,600	(\$248,900)
Recommended	209,500	16,000	( 193,500)
(Financing)	293,000	86,000	( 207,000)

<b><u>OTHER CAPITAL</u></b>			
	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>Difference</u>
<b><u>GENERAL FUND</u></b>			
Requests	\$1,849,238	\$2,409,563	\$560,325
Recommended	261,457	19,842	( 241,615)
(Financing)	239,000	957,712	718,712
<b><u>STORMWATER FUND</u></b>			
Requests	\$ 116,000	\$ 344,000	\$228,000
Recommended	116,000	74,000	( 42,000)
<b><u>UTILITY FUND</u></b>			
Requests	\$ 507,500	\$ 258,600	(\$248,900)
Recommended	209,500	16,000	( 193,500)
(Financing)	293,000	86,000	( 207,000)

**Downtown District**

	<u>FY 18-19</u>	<u>FY 19-20</u>	<u>Budgeted</u>	<u>Recommended</u>
Revenues:				
Taxes *	\$72,155	\$ 99,351		
Investment Earnings	315	1,000		
Total	\$72,470	\$100,351		
Expenditures**:	\$72,470	\$100,351***		

\*Beautification Program - \$20,500– 20% of Budget  
 \*\*Municipal Service District Rate: 23.5 cents per \$100 of valuation  
 \*\*\*Propose revenue increase \$28K to fund balance for future downtown improvements

## Occupancy Tax Fund

	FY 18-19	FY 19-20
<b><u>Distribution of Occupancy Tax Revenues</u></b>		
80% Civic Center	\$ 690,000	\$ 668,710
20% Travel & Tourism	165,000	187,000
County of Wayne (1%)	165,000	212,425
Investment Earnings	600	2,270
Totals	\$ 1,031,050	\$1,089,732
Fund Balance Withdrawal	20,683	24,000
<b>Totals</b>	<b>\$1,051,733</b>	<b>\$1,113,732</b>
<b><u>Expenditures:</u></b>		
Civic Center Programs	690,800	691,454
Travel & Tourism Operations and Marketing	360,933	422,278
<b>Totals</b>	<b>\$1,051,733</b>	<b>\$1,113,732</b>
<ul style="list-style-type: none"><li>• <i>Current levy is 5% for local hotel and motel occupancy</i></li><li>• <i>County of Wayne's funding of the 1% occupancy tax</i></li><li>• <i>Recommend Tourism Master Plan cost from fund balance \$24K</i></li></ul>		

## Next Steps

1. What additional information/discussion do you need from staff?
2. Public Hearing Schedule for June 3, 2019 at 7 pm (Letters have been sent to Agencies)
3. Scheduling any additional budget work sessions.
4. Recommend Adoption of FY 19-20 Budget at June 17 meeting.

Add discussion included:

- Councilmember Williams confirmed the requested \$5,000 for Council discretionary funds was included in the budget.
- Costs for Strategic Plan
- Bucket truck and pothole patching machine
- Councilmember Stevens discussed opportunities for new tax bases such as film industry, conferences, etc.
- Councilmember Foster expressed concerns regarding losses at the golf course.
- Self-sufficiency Rates
- Herman Park Center Funding

Recessed at 4:35 p.m.

Council reconvened at 5:03 p.m.

**Adoption of Agenda.** Mayor Allen shared Ms. LaToya Henry requested to share some information regarding an upcoming event, Jamz Out Juneteenth. Mr. Mike Wagner, Public Utilities Director asked that Item H. Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corp of Engineers for the Neuse Goldsboro CAP Section 1135 Project be removed from the Consent Agenda and deferred for two weeks per the U.S. Army Corp of Engineers' request. Mayor Allen stated the attorney sent an email out on setting procedures for the hearing on Councilmember Williams. Attorney Lawrence shared information regarding the memo he sent to Council regarding the proposed hearing process. Attorney Laurence reminded Council there is no statute that says how this is supposed to go. Attorney Lawrence also shared he had two items for Closed Session. Councilmember Ham made a motion to adopt the agenda with the requested changes. The motion was seconded by Mayor Pro Tem Broadway. Mayor Allen, Mayor Pro Tem Broadway, Councilmembers Stevens, Aycock and Ham voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

**Golf Cart Discussion.** Attorney Lawrence stated there was a request to draft a proposed golf course ordinance and examples were provided. Council discussed the proposed golf cart ordinance. Councilmember Aycock stated he would like to see the age changed from 16 years old to 18 years old. Attorney Lawrence suggested golf carts be kept to roads 25 mph speed limit or less. Mayor Allen asked aren't most neighborhood roads 25 mph or less? Mr. Marty Anderson stated yes. Councilmember Foster stated I do not see why we are even going forward

with this, the amount of citizens that have a golf cart, two, we are not a golfing community. Councilmember Foster shared concerns regarding safety risks.

Councilmember Aycock made a motion to approve the golf cart ordinance with the changes to 18 years of age and being kept to roads that are 25 mph or less. Mayor Pro Tem Broadaway seconded the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

**Code of Ethics.** Attorney Lawrence stated I have previously passed out to you proposed codes and asked that you review them and decide on how you would like to try to proceed. Attorney Lawrence reviewed a couple of the samples provided. Council discussed the state disclosure form, if a member fills out the state form it could be supplemented for the Goldsboro disclosure form. Attorney Lawrence stated it would need to be included in the updated ordinance. Council discussed disclosure forms being filled out by the boards and commissions. Council consensus was to continue collecting disclosure forms for boards and commissions.

Councilmember Williams asked when updating if censuring was involved in that too. Attorney Lawrence stated I would have to go back and look at it. Mayor Allen asked that Attorney Lawrence email those proposed changes to the clerk to include in the updates for Council to review and discuss at an upcoming meeting.

**Bus Shelters Pricing Discussion.** Mr. Tim Salmon provided Council with an update on pricing for the bus shelters. The bus shelters are about \$5200 each and \$1500 to \$2000 to install those shelters. Shelter locations were discussed. Upon motion of Councilmember Stevens, seconded by Mayor Pro Tem Broadaway and unanimously carried, Council approved three bus shelters, one on Slocumb in front of Seymour Homes, one on Slocumb and Elm and one on East Ash and Herman.

**Dillard Middle Track.** Ms. Felicia Brown provided an update on the bids for repairs to the Dillard Middle Track. Ms. Brown did share she has not been able to come across any as-built plans for the track. Councilmember Stevens asked what it would cost to have the whole track and field redone. She stated to have some as-builts prepared it would cost about \$4,000; from that we could bid it out to see what it would cost. Council discussed repaving versus patching the track. Ms. Brown will come back to Council once bids are received.

**Keys to Healing Donation Request.** Mayor Allen shared Mr. Bill came by to see him and asked that he share Mr. Bill was able to cut the request from \$42,000 to \$21,000. Councilmember Ham asked if Mr. Bill had contributions from other sources. Mayor Allen stated he did not. Council was not in favor at this time in providing contributions for the request.

**Discussion Item (Councilmember Foster) – Discuss the scheduling of a hearing by City Council of the Disclosure Statements complaint that was filed against Mayor Allen.** Councilmember Foster stated he read the complaint, in sections 31.19, 31.20 and 31.21, we voted for Ron to investigate the matter and in his report he explained the requirements until 2019. Councilmember Foster stated he did find some errors, with those errors, with his report, it was found that you did violate the ordinance for years and with those violations we can move forward with scheduling a hearing, or if we need to make a motion, how do we proceed.

Attorney Lawrence stated I would say you have to make a motion and be approved. In 31.21(b) it states *“If the City Council, after receipt of an investigation by the City Attorney, has cause to believe a violation has occurred, the City Council shall schedule a hearing on this matter.”* You would have to have a motion, an approval; a majority vote.

Councilmember Foster made a motion to schedule a hearing. Mayor Allen asked why Councilmember Foster felt just he should have a hearing. Councilmember Foster stated because the complaint was filed against you. Discussion continued. Councilmember Williams seconded the motion. Councilmember Aycock stated Mayor Allen did fill out a disclosure form just not the city’s disclosure form; the state form is more comprehensive. Discussion continued. Mayor Allen called for a vote. Councilmembers Foster and Williams voted in favor of the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted against the motion. Mayor Allen stated the motion failed 2:5.



**Discussion Item (Councilmember Foster) – Summer Feeding Program Locations.**

Councilmember Foster stated during the years, we have had feeding programs but they normally are not located in good areas for all the kids that may be in need. Councilmember Foster stated kids in my district coming from Seymour Homes or Grand Day Circle, it is anywhere from 1.4 to 2 miles to walk to WA Foster; there is no bus running at that time. My thing was better placement of summer feeding locations.

Councilmember Stevens stated lets figure out a way to work with surrounding the housing authority and communities.

Mayor Allen stated let's get a list of locations, include in Council updates and discuss locations at the next meeting.

**Discussion Items (Councilmember Foster) – Mayor Allen's reading program and funding for the program.** Councilmember Foster stated I just wanted some information, some clarity on it. I would love to have some funds to give to the schools. I wanted to find out how it started, where the funds came from. Mayor Allen shared some background information regarding the reading program and shared funding was received through CDBG. Mayor Allen stated you can request money for anything that fits those items. Councilmember Foster stated if it is coming from that program, it should be the city's program. Mayor Allen stated it is absolutely the city's. Councilmember Foster stated it is promoting you with your name on it and I want to be sure people know where the funding is coming from.

**Boards and Commissions Discussion.** Ms. Melissa Capps stated included in your folders is information regarding vacancies on our various boards and commissions. Currently we have 6 vacancies on the Mayor's Committee for Persons with Disabilities, and 2 vacancies on the Goldsboro Tourism Council. Copies of the applications received and recommendations from the Tourism Council is included in your packet. Please take a look over the applications and share any recommendations you may have. Staff will bring back a resolution to the next Council Meeting.

**City Sponsorship for Jamz Out Juneteenth Event.** Mayor Allen shared information regarding an email Ms. LaToya Henry received from Curtis Media regarding a request for the city to be a sponsor of the Jamz Out Juneteenth Event. Curtis Media has requested we be a presenting sponsor for \$1,000 along with offering use of Herman Park and the stage at no cost.

Ms. LaToya Henry shared her enthusiasm for the event and stated I think it is something great for the City, it is an event celebrating Juneteenth. Juneteenth commemorates when the last remaining slaves were freed in the United States.

Upon motion of Councilmember Foster, seconded by Councilmember Aycock and unanimously carried, Council approved the sponsorship for \$1,000 and use of Herman Park and use of the stage at no cost.

**Censure Action.** Attorney Lawrence provided an overview of the information that was sent out to Council on Friday which included the following information:

- With regards to censure, there are no statutory procedures, therefore, we look to our Code of Ethics under Chapter 31, 31.21
- The hearing conducted as a result cannot remain confidential. Referenced NCGS 143-318.11(6). Where the code and state statute contradict, the state statute controls.
- Pursuant to NCGS 160A-80, the city has the power of investigation and subpoena power.
- Councilmember Williams requested the Council/City provide an attorney during the hearing pursuant to NCGS 160A-167. The statute states the Council may provide any attorney for proceeding involving "any" claim involving official conduct. I felt the statute could apply but as usual these types of proceedings are not specifically delineated in statutes or the city's code of ordinances, I requested the advice of others. Frayda Bluestein with the NC School of Government is of the opinion that the statute was not intended to apply to this situation – i.e. censure proceedings – as Censure has no legal effect and is neither a civil or criminal action.

- Because of the amount of time required for the hearing, conducting it during a Special Meeting pursuant to NCGS 143-318.12, rather than a special meeting, would be most appropriate.
- Schedule of hearing – I would suggest a thirty day notice to allow time for Councilmember Williams to retain an attorney and also time to get subpoenas issued.
- The Council would serve as Judge/Jury and the Mayor would preside over the proceedings as he does over the meetings in general.

Attorney Lawrence stated again, there are no set rules on these types of proceedings other than what is in our code already, this is a suggestion.

Councilmember Foster asked what rules did he break. I don't see anything he did wrong concerning the Council, what codes were violated? Why was there an investigation? Why are we doing this at all, why are we moving forward, from a legal standpoint?

Attorney Lawrence stated at the last meeting a motion was made a censure proceeding take place. As far as what particular parts of the code were violated, I can analyze the report if you would like. The investigation itself was because there were concerns because of allegation made against and by an employee.

Councilmember Williams questioned Attorney Lawrence about Ms. Bluestein's opinion. Councilmember Williams stated according to the model code which was drafted by Fleming Bell, he states that I am entitled to representation and that is who she studied under.

Discussion continued.

Councilmember Williams made a motion for Council to approve funding for an attorney for this particular hearing, based on the sixth amendment that I am entitled to due process and representation. No second was made, thus the motion failed.

Council discussed possible hearing dates. Mayor Allen asked if June 26<sup>th</sup> would work for everyone.

Councilmember Ham made a motion to establish June 26<sup>th</sup> as a tentative date and stated it could be moved if we have to. Mayor Pro Tem Broadaway seconded the motion. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

Councilmember Williams stated I would like to add for the record that this Council is supposed to be held to a higher standard, what Council would not want someone to be represented, that is there due process. That is what America is based on. A criminal, someone who is charged with a criminal act, can even get an attorney.

Discussion continued.

**Consent Agenda Review.** Each item on the consent agenda was reviewed.

**Closed Session Held.** Upon motion of Councilmember Aycock seconded by Councilmember Ham and unanimously carried, Council convened into Closed Session to discuss a litigation matter.

Council came out of Closed Session.

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

## **CITY COUNCIL MEETING**

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on May 20, 2019 with attendance as follows:

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

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

Archbishop Anthony Slater of First Christian Church provided the invocation. The Pledge to the Flag followed.

**Approval of Minutes. Approved.** Councilmember Aycock made a motion to approve the following minutes as submitted:

- Minutes of Special Called Meeting March 20, 2019 9 am
- Minutes of Special Called Meeting March 20, 2019 2 pm
- Minutes of Special Called Meeting March 22, 2019 9 am
- Minutes of Special Called Meeting March 22, 2019 2 pm
- Recessed Meeting Minutes of March 25, 2019
- Minutes of the Work Session and Regular Meeting of April 1, 2019

The motion was by Mayor Pro Tem Broadaway. Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voted in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the motion passed 5:2.

**Military Appreciation Month – Proclamation.** Mayor Allen proclaimed May 2019 as “Military Appreciation Month” and officially recognized 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.

Mayor Allen presented Mr. Doug McGrath a copy of the proclamation. Mr. McGrath shared information regarding the Wings of Wayne Event coming up on May 25, 2019.

**CU-6-19 – (Penske) Subject property located on the north side of West Grantham Street, between Hargrove and Nevels Street. Public Hearing Held.** Applicant is requesting a Conditional Use Permit in conjunction with site plan approval to allow the operation of a truck rental, leasing and sales center with outside storage.

The property is zoned I-2 (General Industry). Truck rental, leasing and sales with outside storage is a permitted use in the I-2 (General Industry) zoning district only after the issuance of a Conditional Use Permit approved by City Council.

Frontage: 300 ft.

Depth: 400 ft.

Area: 119,790 sq. ft. or 2.75 acres

As previously stated, the applicant intends to operate a truck rental, leasing and sales center with outside storage.

The submitted site plan indicates an existing metal building of mixed-use construction with a gross floor area of 10,000 sq. ft. The proposed floor plan consists of a rental and sales area, office spaces, a break room, a parts supply and workshop space, warehouse storage areas and restrooms.

Days/hours of Operation: Monday-Sunday: 6am-12pm

Employees: 6-10

The site is served by one existing 50 ft. wide driveway cut off W. Grantham Street.

Truck rental, leasing and sales requires one space per employee, plus 5 customer spaces, and one space per vehicle stored on site.

A total of 32 parking spaces have been provided including a handicap van accessible parking space. 19 spaces are shown at the front of the facility for patrons of the business. The remaining 13 spaces will be located within a proposed storage area south of the existing metal building and used for the display of rental trucks and trucks for sale.

The applicant proposes the installation of 5 Autumn Fantasy Maples to serve as required street trees along W. Grantham Street. In addition, 34 Dwarf Yaupon Hollies are proposed as the required vehicular surface buffer.

A Type A, 5 ft. wide buffer is proposed along the northern property line from W. Grantham Street approximately 115 ft. to an existing 6 ft. in height chain-link and barbed wire fence which surrounds the existing building and proposed outside storage area.

The applicant is requesting a modification of the City's landscape buffer requirement along portions of the western and northern property lines and a modification of the street tree requirement along a portion of Hargrove and Collier Streets due to existing site conditions and existing vegetation. If modifications are approved, the applicant proposes to install vinyl slats within the existing fencing to screen the proposed storage area from off-site views.

Outside storage requires the screening of the entire storage area. According to the Unified Development Code, screening shall consist of an 8 ft. in height solid fence. The height of the fence may be reduced to six (6) ft. if the City Council determines that the items proposed to be stored will not exceed five (5) ft. in height.

Since the applicant's trucks are a minimum of twelve (12) ft. in height, the applicant is requesting a modification of the City's fencing requirement to the existing fence height of six (6) ft.

The property is located within a Special Flood Hazard Area known as the 100-year floodplain. The applicant does not propose any new development for the use of the property.

The applicant is requesting the following modifications:

1. Modification of the City's landscape buffer requirement along portions of the western and northern property lines.
2. Modification of the street tree requirement along a portion of Hargrove and Collier Streets.
3. Modification of the eight (8) ft. in height fencing requirement for outside storage areas to six (6) ft.

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

No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

**CU-7-19 WhoopAxe, LLC – Subject property is located on the north side of E. Ash Street between Durant Street and Ridgewood Drive. Public Hearing Held.** The applicant is requesting a Conditional Use Permit to allow the operation of an indoor hatchet-throwing facility with ABC for Brown Bagging.

The applicant is requesting an amendment to a previously approved Conditional Use Permit. City Council, at their meeting held April 1, 2019, approved a Conditional Use Permit for a place of entertainment without ABC for a hatchet-throwing facility within the Ash Street Shopping Center located at 2305 E. Ash Street. The applicant is now requesting the facility operate as a place of entertainment with ABC to allow customers to brown-bag at the facility.

The property is zoned SC (Shopping Center). Places of entertainment with ABC are a permitted use only after the issuance of a Conditional Use Permit approved by City Council.

Frontage (Tenant Space): 98 ft.  
Depth: 38 ft.



Area: 3724 sq. ft.

As previously stated, the applicant request to operate the indoor competitive axe and hatchet throwing facility within the existing commercial strip center to allow customers the option of brown bagging at this facility. Brown bagging would be limited to a 6-pack of beer or 1-bottle of wine per customer.

The submitted site plan indicates six (6) hatchet throwing lanes, a Lounge/seating area, office space, a storage area and restrooms including one handicap accessible bathroom.

Days/hours of Operation:      Thursdays 6:00pm – 9:00pm  
   Fridays 6:00pm – 10:00pm  
   Saturdays 4:00pm – 10:00pm

Employees: 1-2

No such establishment shall be located within two hundred (200) feet of any residentially zoned or developed property, church or school. The subject property is directly adjacent to an existing church within the Shopping Center, residentially zoned property to the north and residentially developed property to the northeast.

The site is served by three existing over-sized driveway cuts off E. Ash Street and Ridgewood Drive. Sufficient parking exist to serve customers of the Shopping Center.

Mayor Allen opened the public hearing and after being properly sworn in, the following person spoke:

Mike Urk stated I am the co-owner of Whoopaxe. We have been opened for about six weeks now, this is a very growing trend. There are 30 of these in the State of North Carolina. We are the only one who does not have BYOB or sales alcohol. We do not really care to get into the sale of alcohol, but we do a lot of private parties, celebrations, anniversaries, and group outings. We've hosted insurance companies before, Seegars Fence Company come out, and celebrate either birthdays or anniversaries, we do some team building, stuff like that. We have a petition in favor of "BYOB" for Whoopaxe, with the address and I actually have the pastor of the Family Worship Center that has participated in throwing axes, they have signed off, the whole reason being they are open Thursday from 6 until 9, and Friday and Saturday from 6 until 10, we are not open on Sunday, we do not interfere with anything they are doing on Wednesdays or on Sundays (attached as Exhibit 1). The other letter I brought with me today is from Ben Seegars, they live on Ridgewood Drive, the same street this facility is, just to the right of this photo, I'm writing to support the permitting of Whoopaxe, LLC to allow 21 years or older to bring up to a six pack of beer or a bottle of wine inside (attached as Exhibit 2). We do packages of 30 minutes, 60 minutes, some 90 minutes, you will not be able to drink more than 6 beers or a bottle of wine. Most times, people go across the street to Brewmasters for dinner and drink. Our facility is extremely safe. We've got fences, targets lined off there are safety rules, safety briefing when people walk in, we have a little lounge area for people to hang out in.

No one else spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

**Z-10-19 – Chandu R. Patel- Subject property is located on the west side of Wayne Memorial Drive between New Hope Road and Windsor Creek Parkway. Public Hearing Held.** Applicant is requesting a zoning change of two lots from Residential 16 (R-16) to General Business (GB).

Both lots are zoned residential and are owned by the applicant. Each lot is currently occupied by single-family dwellings.

Lot 1

Frontage:      157.85 ft.

Area: 35,968 sq. ft. or 0.82 acres

Lot 2

Frontage: 112 ft.

Area: 22,977 sq. ft. or 0.52 acres

As previously stated, the applicant proposes to rezone two lots from R-16 (Residential) to General Business.

**Surrounding Zones:**

North: Residential-16;

South: Office and Institutional (O&I-1), Residential-16;

East: Residential (R-16), Shopping Center (SC);

West: R-16 (Residential), Office and Institutional (O&I-1CD)

The City's Land Use Plan recommends Mixed-Use II for the two properties which would allow for a mixture of uses associated with residential, office, institutional and shopping center zoning districts.

The properties are not located within a Special Flood Hazard Area. City water and sewer services are available.

The applicant has not indicated any future development for the subject properties. He believes that the highest and best use is for commercial development since they are located in close proximity to new commercial development and to future Interstate I-42.

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

1. Heman Patel spoke in favor of the rezoning request.
2. Don Taylor also spoke in favor of the request.

No one else spoke and the public hearing was closed.

No action necessary. The Planning Commission will have a recommendation for the Council meeting on June 3, 2019.

**Planning Commission Excused.**

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

1. Susan Williams expressed concerns regarding skateboarders downtown.
2. Carl Martin spoke on citizen participation in local government. He also shared information regarding section 32.3000 in the City Ordinances and provided a handout which is on file in the Clerk's Office.
3. Alicia Pierce read the definition of an elected official. She shared concerns regarding the hearing and asked Councilmember Foster to bring up again the investigation and fill hearing against Mayor Allen.
4. Deonta Butler said thank you Mayor Allen, a member from your office came out to my grand opening, The Hair Affair. He stated the next election will be very interesting. Mr. Butler stated the way (pointed to Councilmember Williams) is being treated is unfair and so wrong.
5. Sylvia Barnes stated the Goldsboro-Wayne Branch of the NAACP launches a full investigation of the Goldsboro City Council's attempt to censure and oust Councilmember Antonio Williams.
6. Brandi Matthews commended Council on adding bus shelters. She read a statement regarding Council decisions and treatment of one another.

7. Keith Peten state I was invited to the meeting, I was challenged to come. He stated he is proud of the Wayne County citizens tonight.

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

**Consent Agenda - Approved as Recommended.** City Manager, Timothy M. Salmon, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mr. Salmon reminded Council Item H. Project Partnership Agreement (PPA) between the City of Goldsboro and the U.S. Army Corp of Engineers for the Neuse Goldsboro CAP Section 1135 Project was removed from the Consent Agenda and deferred until the next meeting. Councilmember Aycock moved the items on the Consent Agenda, Items E, F, G, I, J, and K be approved as recommended by the City Manager and staff. The motion was seconded by Mayor Pro Tem Broadaway and a roll call vote resulted in Mayor Allen, Mayor Pro Tem Broadaway, Councilmembers Stevens, Ham and Aycock voting in favor of the motion. Councilmembers Williams and Foster voted against the motion. Mayor Allen stated the Consent Agenda was approved with a 5:2 vote. The items on the Consent Agenda were as follows:

**Award contract for audit services for fiscal year ending June 30, 2019 to Dixon Hughes Goodman LLP. Resolution Adopted.** G.S. §159-34, Annual independent audit, requires each local government to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant. The auditor shall be selected by, and shall report directly to the governing board. The current audit firm is Carr, Riggs & Ingram, CPAs (formerly Pittard, Perry and Crone, CPAs) and they have audited the accounts for the City of Goldsboro for over 20 years.

In discussions with Ms. Kaye Scott, Finance Director (retired), it was determined to be in the City's best interest to seek a Request for Qualifications and a Request for Proposal for audit services for the fiscal year ending June 30, 2019 with additional pricing for the following 3 years. Staff has reviewed the 6 proposals submitted, and conducted a review of qualifications and pricing and we are pleased to recommend Dixon, Hughes, Goodman, LLP for the fiscal year 2019 audit

The cost of the audit is proposed as follows:

Fy2019	\$52,000
Fy2020	\$53,200
Fy2021	\$54,500
Fy2022	\$55,800

The fees for the audit have been budgeted at \$54,000 for the upcoming budget. Only the current year (2019) contract amount is binding upon the Council. The contract for services will be brought before the Council each year for approval. Dixon, Hughes, Goodman, LLP (the firm) is active and in good standing with the North Carolina State Board of Certified Public Accountant Examiners. The partner in charge, John Frank, CPA, is also in active good standing with the same as a Certified Public Accountant. They have a current peer review and have provided insurance information, Form W9 and e-verify compliance. Based on the outstanding qualifications and references of the firm, their past relevant governmental and specifically local government experience, and their proposed audit program and approach, we feel that they will competently fulfill the engagement.

It was recommended the City Council adopt the following entitled resolution authorizing the award for contract for audit services for fiscal year ending June 30, 2019 to Dixon, Hughes, Goodman, LLP. Consent Agenda Approval. Aycock/Broadaway (5 Ayes: 2 Nays)

RESOLUTION NO. 2019-35 "RESOLUTION APPROVING DIXON HUGHES GOODMAN LLP AS OFFICIAL AUDITOR OF THE CITY'S ACCOUNTS FOR THE FISCAL YEAR ENDING JUNE 30, 2019"

**Appointment of Deputy Finance Officer, Andrea Thompson. Resolution Adopted.** G.S. §159-28, the preaudit statute, requires that the Finance Officer or duly appointed Deputy Finance Officer to ensure that sufficient budget exists before authorizing an expenditure, moneys are appropriated to pay amounts due in the fiscal year, encumber contracts against appropriations, and affix a preaudit certificate to purchase orders and agreements. The Charter for the City of Goldsboro authorizes the City Manager to appoint the Finance Director. General Statute however, requires that a Deputy Finance Officer must be appointed by the Board.

With the recent retirement of Ms. Kaye Scott, Finance Director, and Ms. Kim Dawson, Assistant Finance Director, it is necessary to appoint a Deputy Finance Officer for the City to act if the Finance Director is unavailable. Ms. Andrea Lovelace Thompson has filled Ms. Dawson's position effective February 25, 2019. Ms. Thompson has over 25 years of experience in governmental accounting and has Master's Degree in Business Administration and a Bachelor's Degree in Accounting.

It was recommended the City Council adopt the following entitled resolution authorizing the appointment of Andrea Lovelace Thompson as the Deputy Finance Officer. Consent Agenda Approval. Aycock/Broadaway (5 Ayes : 2 Nays)

RESOLUTION NO. 2019-36 "RESOLUTION NAMING ANDREA LOVELACE THOMPSON AS DEPUTY FINANCE OFFICER"

**Establishing a Capital Projects Fund Ordinance – Tiger VIII Grant Projects (G1103). Ordinance Adopted.** The City of Goldsboro will receive grant funding through the Transportation Investment Generating Economic Recovery Grant Program (TIGER). The City will receive the \$5,000,000 award to support the following projects:

- 1) Center Street Streetscape Project
- 2) Goldsboro-Wayne Transportation Authority Transfer Center Concourse
- 3) The HUB (Formerly known as Cornerstone Commons)
- 4) Wayfinding Signage System Fabrication & Installation

The City has committed to match 20%, which is \$1,755,751. We are working on a loan in the amount of \$1,500,000 to fund the City's share and a cash match of \$275,751.

The City last adopted the TIGER V Capital Project Fund in August, 2014 for a \$10,000,000 grant award with a \$4,615,785 local match for a total project of \$14,615,785.

The executed agreement has been received by the City. The City must begin construction work prior to May 31, 2019 in order to meet required milestones in the grant agreement. The budget ordinance is presented so that appropriations exist and contracts may then be let.

It was recommended Council adopt the following entitled Ordinance establishing the Capital Projects Fund Ordinance in the amount of \$6,755,751. Consent Agenda Approval. Aycock/Broadaway (5 Ayes: 2 Nays)

ORDINANCE NO. 2019-25 "AN ORDINANCE ESTABLISHING THE CAPITAL PROJECTS FUND FOR THE FY2016 TIGER DISCRETIONARY GRANT CAPITAL PROJECT FUND"

**Bid Award for Stoney Creek Park Greenway Paving. Resolution Adopted.** The City of Goldsboro was awarded a GoWayneGo Grant for \$40,000. The City of Goldsboro matched the grant with \$40,000. The combined \$80,000 is to be used for paving Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track.

The City of Goldsboro requested informal bids for the Stoney Creek Park Greenway project.

The scope of the project included:

- Option 1 – paving a 10' wide greenway trail with an asphalt surface or
- Option 2 – paving an 8' wide greenway trail with an asphalt surface

On April 30, 2019, the informal bids were opened with Asphalt Services of Goldsboro, LLC being low bidder. Parks and Recreation staff reviewed each bid proposal and recommend



Asphalt Services of Goldsboro, LLC for Option 1. Funding is available to cover the total bid amount of \$38,600. Bid tabulation is attached.

Staff recommended Council adopt the following entitled Resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$38,600 with Asphalt Services of Goldsboro, LLC to construct greenway trail in Stoney Creek Park. Consent Agenda Approval. Aycock/Broadaway (5 Ayes: 2 Nays)

RESOLUTION NO. 2019-37 “A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE CONTRACT WITH ASPHALT SERVICES OF GOLDSBORO, LLC FOR GREENWAY TRAIL CONSTRUCTION IN STONEY CREEK PARK”

**Professional Sign Fabrication & Installation Services of Goldsboro’s Wayfinding Signage & System Plan (Formal Bid #2019-002). Resolution Adopted.** The City of Goldsboro was awarded a 2016 TIGER VIII grant to fund multiple projects, including the next and last phase of the Center Street Streetscape, Cornerstone Commons, Wayfinding Signage Fabrication and Installation and the Construction of a GWTA Concourse.

The TIGER VIII grant agreement was authorized by the City Council to execute with USDOT at the April 1, 2019 City Council meeting. In that agreement, it stated a start time of May 2019 for the Wayfinding Project and a completion date of March 2020. Furthermore, it budgeted \$450,000 of the total grant project budget to the Wayfinding Project; 80% (\$360,000) of which is to be funded by USDOT through reimbursement and 20% (\$90,000) is to be funded by the City.

The Downtown Development Department advertised a Request For Qualifications document on August 8, 2018 via multiple venues, including North Carolina’s Interactive Purchasing System, Goldsboro News Argus, Greater Diversity News, and Que Pasa Media to solicit interested companies. We received nine (9) responses. A review committee consisting of Jennifer Collins, Ashlin Glatthar, Octavius Murphy and Julie Metz met August 30<sup>th</sup> to review the proposals. Review criteria included: Adherence to Required Proposal Content Requirements, Quality of Similar Project Examples, Quality of Proposed Scope, Schedule & Application, References, Experience Working with NCDOT Rights-Of-Way, Experience Working with the Federal Transit Administration’s Buy America Policy, Demonstrated Ability to Maintain Budget & Schedules and Other Factors, including DBE, Proximity, Ability to Work Through Problems and Quality of Package. The following is a list of the companies that responded with location and the consensus score given after final review:

1. ColorAd from VA: 390.63
2. SignArt (AKA Lockwood Identity, Inc.) from NC (Charlotte): 390
3. Signs Etc. from NC (Charlotte): 385.63
4. ACSM from NC (Charlotte): 381.56
5. Don Bell from FL: 341.25
6. Canam from GA: 255.63
7. Allied Signs from NJ: 245.63
8. RiteLite from NC (Concord): 218.75
9. Graphic House from WI: 0

Upon research of references, the City invited the top five companies to bid on March 8, 2019. Bids were due April 2, 2019.

The City held the bid opening and received bids from Lockwood Identity, Inc. d/b/a SignArt, Signs Etc., and Color Ad, Inc. The lowest responsible bid was from SignArt with a bid of \$281,578.75.

The Finance Department prepared a capital budget ordinance amendment to appropriate the TIGER VIII grant project funds which include this this project. This is an eligible cost and use of the TIGER VIII grant funds and staff included our required match in the 2019-20 Budget.

Upon approval to proceed with Lockwood Identity, Inc. d/b/a SignArt, followed by the execution of the contract, work to begin fabricating the signs will commence in June.

It is recommended the City Council adopt the following entitled resolution authorizing the Mayor and City Clerk to execute contracts in the amount of \$281,578.75 with Lockwood Identity, Inc. d/b/a SignArt for the Wayfinding Signage Fabrication & Installation project as part of the USDOT TIGER VIII grant. Consent Agenda Approval. Aycock/Broadaway (5 Ayes: 2 Nays)

RESOLUTION NO. 2019-38 “A RESOLUTION TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF GOLDSBORO AND LOCKWOOD IDENTITY, INC. d/b/a SIGNART FOR THE PROFESSIONAL SIGN FABRICATION & INSTALLATION SERVICES OF GOLDSBORO’S WAYFINDING SIGNAGE & SYSTEM PLAN”

**Monthly Reports. Accepted as Information.** The various departmental reports for April, 2019 were submitted for the Council’s approval. It was recommended that Council accept the reports as information. Consent Agenda Approval. Aycock/Broadaway (5 Ayes: 2 Nays)

**End of Consent Agenda.**

**Authorization of sale of substandard lots to adjacent property owners under Session Law 2004-94 (Senate Bill 1370). Resolutions Adopted.** Staff has received an offer to purchase on several city/county-owned properties deemed substandard lots. Board must either accept or reject the offer, and if accepted authorize City staff to execute instruments necessary to transfer ownership. (Session Law 2004-94 Senate Bill 1370)

The following offers have been received:

Swan Street

Offeror: Beautanous Coor

Offer: \$1.00 for 50% of property

Earnest Money Deposit: \$1.00

Offeror: Theresa Woods

Offer: \$1.00 for 50% of property

Earnest Money Deposit: \$1.00

Parcel #: 0055720      Pin #: 3600008623

Tax Value: \$600.00      Zoning: R-6

917 N. John St.

Offeror: Beautanous Coor

Offer: \$1.00 for 50% of property

Earnest Money Deposit: \$1.00

Offeror: Theresa Woods

Offer: \$1.00 for 50% of property

Earnest Money Deposit: \$1.00

Parcel #: 0055718      Pin #: 3600008551

Tax Value: \$1,500.00 Zoning: R-6

114 Swan St.

Offeror: Beautanous Coor

Offer: \$1.00

Earnest Money Deposit: \$1.00

Parcel #: 0055721      Pin #: 3600008672

Tax Value: \$7,830      Zoning: R-6

Upon motion of Councilmember Williams, seconded by Mayor Pro Tem Broadaway and unanimously carried, Council:

1. Accepted the offer on Swan Street to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.

2. Accepted the offer on 917 N. John St. to deed 50% of property to Mr. Beautanous Coor and 50% to Ms. Theresa Woods as per attached sketch and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.
3. Accepted the offer on 114 Swan Street to deed 100% of property to Mr. Beautanous Coor and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership upon concurrence by Wayne County Board of Commissioners.

RESOLUTION NO. 2019-39 “RESOLUTION AUTHORIZING SALE OF SURPLUS SUBSTANDARD REAL PROPERTY UNDER SESSION LAW 2004-94 SENATE BILL 1370 (Swan Street)”

RESOLUTION NO. 2019-40 “RESOLUTION AUTHORIZING SALE OF SURPLUS SUBSTANDARD REAL PROPERTY UNDER SESSION LAW 2004-94 SENATE BILL 1370 (917 N. John St.)”

RESOLUTION NO. 2019-41 “RESOLUTION AUTHORIZING SALE OF SURPLUS SUBSTANDARD REAL PROPERTY UNDER SESSION LAW 2004-94 SENATE BILL 1370 (114 Swan Street)”

**Authorization of sale of real property under G.S. §160A-266, § 160A-269 (Upset bid process), and §160A-279 (Sale of property to entities carrying out a public purpose). Resolutions Adopted.** Staff has received a request from Wayne County to approve or reject the sale or transfer of real property, and if approved, authorize City staff to execute instruments necessary to transfer ownership.

The following offers have been received and approved by the Wayne County Board of Commissioners and require the City of Goldsboro to approve or reject the offer:

912 N. John Street (Pin #3600009385)

Offeror: St. Matthews AME Zion Church

Offer: \$4,300.00

Tax Value: 1,620.00

Parcel ID: 0055727 Zoning: R-6

The adjoining owner (St. Matthews AME Zion Church) has offered to purchase this property from Wayne County and the City of Goldsboro. It was foreclosed in March and had no bidders. The County accepted the offer and completed the upset bid process. The County has since finalized the upset bid process and approved the final sale. This is conducted under General Statute §160A-269 (upset bid process).

707 N. Georgia Avenue (Pin # 2599796818)

Offeror: Habitat for Humanity (non-profit)

Offer: \$1.00

Tax Value: \$3,210.00

Parcel ID: 0047450 Zoning: R-6 709

N. Georgia Avenue (Pin #2599796934)

Offeror: Habitat for Humanity (non-profit)

Offer: \$1.00

Tax Value: \$3,180.00

Parcel ID: 0055727 Zoning: R-6

The Habitat for Humanity of Goldsboro-Wayne has requested that these two parcels be donated to the group for purposes of carrying out its mission to provide housing for those in need. The organization is registered as a 501(c) 3 non-profit with the Internal Revenue Service and they are current with the 990 tax filings with the IRS. They are registered with the North Carolina Secretary of State as a non-profit corporation and their status is current-active. The City has a Form W9 on file as well. The Wayne County Board of Commissioners has approved the

donation and transfer of the parcels as requested. The County is now requesting that the City Council either approve or reject the action. This is conducted under General Statute § 160A-279 Sale of property to entities carrying out a public purpose.

Upon motion of Mayor Pro Tem Broadaway, seconded by Councilmember Ham and unanimously carried, Council:

1. Approved the sale of 912 N. John Street to St. Matthews AME Zion Church and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership.
2. Approved the transfer by donation of 707 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit) and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership.
3. Approved the transfer by donation of 709 N. Georgia Avenue to Habitat for Humanity of Goldsboro-Wayne (a non-profit) and adopted the following entitled resolution authorizing City staff to execute instruments necessary to transfer ownership.

RESOLUTION NO. 2019-42 “RESOLUTION CONCURRING WITH DISPOSAL OF REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY UNDER GENERAL STATUTE § 160A-279 (912 N. John Street)”

RESOLUTION NO. 2019-43 “RESOLUTION CONCURRING WITH DISPOSAL OF REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY UNDER GENERAL STATUTE § 160A-279 (707 N. Georgia Avenue)”

RESOLUTION NO. 2019-44 “RESOLUTION CONCURRING WITH DISPOSAL OF REAL PROPERTY JOINTLY OWNED WITH WAYNE COUNTY (709 N. Georgia Avenue)”

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

**Mayor and Councilmembers' Reports and Recommendations.** Councilmember Williams stated I would like to thank everyone who came out and supported me. I’ve always tried to always have integrity when serving as District 1 council person. It has not been easy. No one’s voice should be censured just because they speak against wrong doing. A Resolution of Censure of a member is the main action of a board and can take only when it concludes one of its members have violated a code. I have not violated any code. Such a resolution has no legal effect, however, a councilmember yelled fire to our community when he stated he wanted my success to city hall restricted and wanted me removed from council seat. He, along with other councilmembers have caused serious implications throughout our community and has damaged my reputation. Stating that I am violent and that is so far from the truth. Our city attorney should have advised my fellow councilmembers the actions requested were not only unethical but also illegal. Proper procedures have not been followed since this ordeal began. According to Fleming Bell, who drafted the model code of ethics, the board does not have authority to enforce code of ethics for one of its members, the board has no other authority to impose legal sanctions. I am fighting for my community’s voice to remain at the table. Due process is something we are all entitled to and we cannot only pick and choose what procedure that this Council addresses. We deserve our local government to work better than that. It is important to my community and myself that the truth comes out so confidence can be restored. I am demanding a hearing so we can finally get to the truth and correct anything that needs correcting. We need to look at this as a learning experience and find ways to move forward which should be giving up our rights. Thank you.

Councilmember Stevens stated no comment.

Mayor Pro Tem Broadaway stated no comment.

Councilmember Foster stated first off I would like to thank the community for coming out. I think it is important everyone showed up tonight but what’s important is that you continue to show up. We have a lot of issues on the table every other week and a lot of these issues are not looked at from the community. As councilmen, me and Councilman Williams need your

support. We've been out voted 5:2 all the time and we need the community's voice. This is an election year, so remember when it comes time to vote who voted for you and who didn't. Earlier I made a made a motion to have the mayor investigated for breaking the ordinance and the board voted no. Councilman Williams that I know of, and our attorney couldn't tell us has broken any rules or any laws, but he is being investigated, so there are a lot of unanswered question. Just remember don't fall for the old trick, the smile on the face, show up at churches, our city depends on it for the next four years, that we come with a different leadership. Thank you for coming out.

Councilmember Ham stated no comment.

Councilmember Aycock stated no comment.

There being no further business, the meeting adjourned at 7:47 p.m.

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Chuck Allen  
Mayor

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Melissa Capps, MMC  
City Clerk

**PETITION IN FAVOR OF "BYOB" (brown-bagging) PERMIT  
for WHOOPAXE LLC at 2305 E Ash St.**

Permit will allow patrons 21 and older to bring up to a six pack of beer or a  
bottle of wine inside.

Edson Family Worship Center - Pastor Jay Oronate 5/16/19



May 20, 2019

To whom it may concern,

I'm writing to support the permitting of Whoopaxe LLC to allow persons 21 years of age to bring up to a six pack of beer or bottle of wine inside. As a resident of the City of Goldsboro and 230 Ridgewood drive, I support this permit because of the limited quantity and the hours of operation (closing at 10PM).

I'm thrilled to see unique small businesses such as Whoopaxe coming to Goldsboro to provide residents fun and unique recreational activities.

Sincerely,

Ben Seegars  
230 Ridgewood Dr  
Goldsboro, NC 27534  
919 922 0428



## City of Goldsboro

H.O. Brawer A  
North Carolina  
27533-9701

*Office of the Mayor*

### ***NATIONAL HONEY BEE DAY PROCLAMATION***

**WHEREAS**, The honey bee is critical to the process of pollination, with one bite of food in three benefiting directly from honey bee pollination; and

**WHEREAS**, Honey bees are essential for production of more than 90 food crops and bee pollination is responsible for \$15 billion in added crop value; and

**WHEREAS**, Honey bees face a significant threat from colony collapse disorder, which has been linked with disease pathogens, parasites, environmental stress, loss of natural habitat and inappropriate use of pesticides, herbicides, among other factors; and

**WHEREAS**, The honey bee works together with other bees in the bee colony as a single vibrant, living organism that helps to maintain healthy ecosystem; and

**WHEREAS**, The US Department of Agriculture is working in cooperation with federal agencies, universities, industry, and additional partners to find ways to improve honey bee health and habitat.

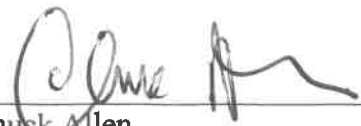
**NOW, THEREFORE**, To further awareness of the honey bee and its importance to agriculture, the food system, and the economy, *I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina*, do hereby proclaim August 17, 2019, as

### ***NATIONAL HONEY BEE DAY***

in Goldsboro, North Carolina and encourage the citizens of Goldsboro to celebrate the honey bee and its many contributions with appropriate observances and activities.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 5<sup>th</sup> day of August, 2019.



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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
August 5, 2019 COUNCIL MEETING

**SUBJECT:** Operating Lease for Golf Turf Equipment with PNC Equipment Finance, LLC

**BACKGROUND:** The City executed an operating lease with PNC Equipment Finance, LLC on April 7, 2014 to lease four pieces of equipment to maintain the golf course turf. The lease was a 60 month operating lease with a fair market value provision if the City chose to buy the equipment at the end of the lease. The total paid to PNC for the term of this lease was \$250,353.49. The lease has now expired and the equipment is scheduled to be returned with the exception of one item to be purchased at fair market value of \$9,000.00.

**DISCUSSION:** Ms. Felicia Brown, Interim Parks & Recreation Director, has requested that we execute a new operating lease with PNC Equipment Finance to buy four pieces of equipment from Smith Turf & Irrigation to replace the equipment to be returned. Quote is attached and details are noted below:

Groundsmaster 3280-D 2WD	\$	21,695.97
Greensmaster 3150-Q	\$	75,597.43
Reelmaster 5510-D	\$	120,542.94
Groundsmaster 4500-D (T4)	\$	65,386.59
Total	\$	<u>283,222.93</u>

The lease payment is \$4,755.59 per month or an annual total of \$54,705.45. The funds for the equipment operating lease were appropriated in the FY19-20 budget under Equipment Rent (11-7461-4391) for a total budget of \$80,000.00. Typically, operating leases do not require Board approval, however, PNC Equipment Finance does stipulate that formal Board approval is required.

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

1. Adopt attached Resolution authorizing the execution and delivery of a lease agreement with PNC Equipment Finance, LLC for golf turf equipment purchased from Smith Turf & Irrigation.
2. Adopt attached Resolution and Certificate of Incumbency authorizing the Mayor and the Finance Director to execute the documents necessary to complete the operating lease with PNC Equipment Finance.

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

\_\_\_\_\_  
Catherine F. Gwynn, Finance Director

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

\_\_\_\_\_  
Timothy M. Salmon, City Manager

RESOLUTION NO. 2019-

PNC EQUIPMENT FINANCE, LLC LEASE FOR GOLF TURF EQUIPMENT

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the 5th day of August 2019, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT, EQUIPMENT SCHEDULE, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of the CITY OF GOLDSBORO, NC, ("Lessee") desires to obtain certain equipment (the "Equipment") described in the Equipment Schedule to the Lease Agreement (collectively, the "Lease") between PNC EQUIPMENT FINANCE, LLC, ("Lessor") and Lessee; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and Lessee has determined that it may lawfully pledge its full faith and credit and taxing powers to its obligations under the Lease; and

WHEREAS, Lessee has satisfied the legal requirements and the execution and delivery of the Lease; and

WHEREAS, Lessee proposes to enter into the Lease with PNC EQUIPMENT FINANCE, LLC substantially in the forms presented to this meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the "Financing Documents") in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Finance Director of Lessee and the Mayor of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

DATE: August \_\_\_\_\_, 2019

CITY OF GOLDSBORO, NC,  
Lessee

BY: \_\_\_\_\_

Name: Catherine F. Gwynn

Title: Finance Director

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

Name: Melissa Capps

Title: City Clerk

# RESOLUTION AND CERTIFICATE OF INCUMBENCY

**Lease Number 1188013-1**

Lessee: City of Goldsboro

Amount: \$280,579.81

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

## **SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY**

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this \_\_\_\_\_, 20\_\_.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Goldsboro

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

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

# SMITH TURF & IRRIGATION

## EQUIPMENT QUOTATION

Quoted To:

**Mr. Joe Martikke**  
**City of Goldsboro**



Quoted From:

**Charlotte Office**  
**4355 Golf Acres Dr**  
**Charlotte, NC 28208**

Account Executive: **Matt Sorrell**

**919-207-7909**

Qty	Model	Description	Unit Price	Extended
1	<b>30344</b>	<b>Groundsmaster 3280-D 2WD</b>	<b>\$21,695.97</b>	<b>\$21,695.97</b>
1	30404	72 Inch Base Deck		
1	30303	72 Inch Rear Discharge Completion Kit		
1	30398	Standard Seat		
1	30313	Seat Suspension, Air Ride		
1	30262	400 Hour MVP Filter Kit		
1	24-5780	Rear Weight Kit (70 Lbs)		
4	325-8	Screw		
4	3253-7	Washer Lock		
2	<b>04358</b>	<b>Greensmaster 3150-Q</b>	<b>\$37,798.71</b>	<b>\$75,597.43</b>
6	04654	11 Blade Cutting Unit		
2	04625	Full Roller (Set of 3)		
6	04648	Universal Groomer Drive		
6	04802	Twin Tip Grooming Reel		
2	138-4976	Pull Link Kit (Set Of 3)		
2	04554	LED Light Kit		
2	131-6262	MVP Kit - Initial 800 Hour		
2	<b>03607</b>	<b>Reelmaster 5510-D</b>	<b>\$60,271.47</b>	<b>\$120,542.94</b>
10	03639	22 Inch 7-Inch, 8-Blade (Fsr) Edgeseries Cutting Units		
2	03408	7 Inch Powered Rear Roller Brush Kit		
2	03667	Seat Suspension, Air Ride		
2	30669	Universal Sunshade, White		
2	30093	800 Hour MVP Filter Kit		
1	<b>30881</b>	<b>Groundsmaster 4500-D (T4)</b>	<b>\$65,386.59</b>	<b>\$65,386.59</b>
1	30669	Universal Sunshade, White		
1	31527	4WD Flow Divider Kit		
1	30408	800 Hour MVP Filter Kit		

**Cash Purchase Price- \$283,222.92**



Qty	Model	Description	Unit Price	Extended
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**59 Month FMV- \$4,755.59 Per Month Plus Tax**

**Total Spent- \$280,579.81 Plus Tax**

**Annual Payment Option 5 Year FMV Lease- \$54,705.45 Per Year Plus Tax**

**Total Spent- \$273,527.25 Plus Tax**

**End of Term Buyout on Currently Leased GM 3500-D**

**\$9,000.00**

**New equipment would be delivered May 22, 2019, with the first payment not due until July 15, 2019**

Based on current interest rates which are subject to change for equipment not delivered in the next 30 days.  
Contingent on credit approval by Toro Financing Partner PNC.  
Applicable taxes not included in prices or payment values  
All pricing and payments based on total volume shown on this quote.

**NC State Contract Pricing**  
**Prices Do Not Include Sales Tax**

**Payment Terms:** **Net 10th Prox (Upon Credit Approval)**  
Prices And Payment Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.

**Sub Total**  
**Est. Sales Tax**  
**Total**

**Quote Prepared By:** Matt Sorrell

**Date:** 3/14/2019

**Quote Accepted By:** \_\_\_\_\_

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

July 16, 2019

City of Goldsboro  
200 NORTH CENTER STREET  
GOLDSBORO, NC 27530

**RE: Lease Number 1188013-1**

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Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.  
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.  
Certificate of Acceptance – At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.  
Schedule of Payments – Please sign and provide the title of the signor, if applicable.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- PNC Automatic Payment Authorization Form - Optional
- Invoice for advance payment – Please send your check in the amount of \$5,005.59, made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Staysi Garcia Morillo 995 Dalton Avenue, Cincinnati, OH 45203.

**PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.**

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned to us by August 16, 2019.

If you have any questions please contact Staysi Garcia Morillo at (267) 960-4000 ext.4076

Sincerely,

Staysi Garcia Morillo  
Commercial Transaction Coordinator

# Lease Agreement

Dated as of **July 16, 2019**

Lease Number **1188013-1**

Lessor: PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME  
City of Goldsboro  
200 NORTH CENTER STREET  
GOLDSBORO, NC 27530

FEDERAL TAX ID  
**566000228**

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule Lease Term is for **59** months, with Rent payments due in advance ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually;  
each in the amount of \$4,755.59 beginning \_\_\_\_\_.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

## TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are the Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. If Lessee's Rent payments are due in Advance, the first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.  
**NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
- USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it

eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied Lessee's obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all Lessee's obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agree to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding

agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes names or its legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **TO THE EXTENT THAT THIS LEASE IS FOUND TO NOT BE A TRUE LEASE, THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
25. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.  
As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
26. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
27. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under

any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

- 28. IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

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**IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.**

**LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.**

City of Goldsboro  
("Lessee")

**X**

Authorized Signature

Print Name

Title:

Date

200 NORTH CENTER STREET  
GOLDSBORO, NC 27530

PNC Equipment Finance, LLC  
("Lessor")

**X**

Authorized Signature

Print Name

Title:

995 Dalton Ave.  
Cincinnati, OH 45203

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#### OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of North Carolina.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

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

Print Name: \_\_\_\_\_

Law firm: \_\_\_\_\_



# CERTIFICATE OF ACCEPTANCE

**Lease Number 1188013-1**

Quantity	Description	Serial No.
1	New Toro Groundsmaster 3280-D 2WD	
1	New Toro Greensmaster 3150-Q	
1	New Toro Greensmaster 3150-Q	
1	New Toro Reelmaster 5510-D	
1	New Toro Reelmaster 5510-D	
1	New Toro Groundsmaster 4500-D	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

Equipment Location:

Goldsboro Municipal Golf Course  
407 E Eden Place  
Goldsboro, NC 27530

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of \_\_\_\_\_, 20\_\_ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

---

City of Goldsboro  
("Lessee")

**X**

Authorized Signature

Print Name

Title:

Date

200 NORTH CENTER STREET  
GOLDSBORO, NC 27530

July 16, 2019

**City of Goldsboro**

Attn: Accounts Payable  
200 NORTH CENTER STREET  
GOLDSBORO, NC 27530

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and City of Goldsboro

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
1	New Toro Groundsmaster 3280-D 2WD	
2	New Toro Greensmaster 3150-Q	
2	New Toro Reelmaster 5510-D	
1	New Toro Groundsmaster 4500-D	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC ("PNCEF") requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and/or assigns  
Attn: Insurance Department  
995 Dalton Avenue  
Cincinnati, OH 45203

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC  
995 Dalton Avenue  
Cincinnati, OH 45203



**Lease # 1188013-1**

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

**Lessee Information**

Full Business Legal Name: <b>City of Goldsboro</b>	Federal Tax ID Number: <b>566000228</b>
Invoices should be directed to:	Attention:
Address	City: State: Zip:

**Preferred Method of Payment: (Please check)**

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

**Contact Information**

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

**I hereby attest the above information is accurate.**

Signature <b>X</b>	Date
Email:	



The undersigned hereby irrevocably authorizes and directs **PNC EQUIPMENT FINANCE, LLC ("PNCEF")** and PNCEF's parent company, **PNC BANK, NATIONAL ASSOCIATION ("PNC Bank")**, to initiate debit entries for payments on our lease and loan obligations with PNCEF to our Checking Account indicated below, at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. We acknowledge that the origination of ACH transactions to our account must comply with the provisions of U. S. law. The undersigned acknowledges and agrees that, to the extent there are insufficient funds in any such account to pay the required amounts when due, the undersigned shall immediately pay to PNCEF all sums remaining unpaid. This authorization supplements, and does not limit, PNCEF's rights under the undersigned's lease agreement or loan agreement and other documents evidencing or securing the obligations to PNCEF.

**A. CUSTOMER INFORMATION:**

<b>Customer Name(s)</b> City of Goldsboro	<b>Customer Number</b> 1188013
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**B. DEPOSIT ACCOUNT INFORMATION:**

☐

Checking

Account Number :

☐

Savings

Routing / ABA :

Name on Checking / Savings Account:

Bank Name:

Bank Address:

*\*\*Note: If not a PNC bank account, please return a copy of a voided check with this form.*

**I WISH TO RECEIVE MONTHLY INVOICES FOR NOTIFICATION PURPOSES: YES NO**

Each person signing below is authorized to make this request, and PNCEF and PNC Bank are entitled to rely conclusively on the above authorization until this authorization is terminated by PNCEF or the undersigned.

**Customer: City of Goldsboro  
(a(n) North Carolina Municipal )**

Signature

X

Print Name

Title

Date

**Notification of Tax Treatment**

**PNC Equipment Finance, LLC** a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

**Please indicate below if your lease is subject to tax or whether a valid exemption exists.**

**Sales Tax**

- ☐ I agree that my lease is subject to sales/use tax.
- ☐ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- ☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- ☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

- ☐ Inside city limits      ☐ Outside city limits      ☐ Unincorporated area

**Property Tax**

- ☐ I have a valid abatement or property tax exemption (documentation attached).

☐ Location:      State \_\_\_\_\_  
Taxing District \_\_\_\_\_

Additional comments:

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**Lease Number 1188013-1**

**Lessee: City of Goldsboro**

Signature:

X

Print Name:

Title:

Date:

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**PLEASE COMPLETE AND SIGN FORM**



PO BOX 931034 CLEVELAND OH 44193

## INVOICE

INVOICE NUMBER	INVOICE DATE
1188013-1	07/16/2019
CONTRACT NUMBER	DUE DATE
1188013-1	08/15/2019

City of Goldsboro  
200 NORTH CENTER STREET  
GOLDSBORO NC 27530

BILLING SUMMARY	
RENTAL PAYMENT:	\$4,755.59 USD
Documentation Fee:	\$250.00 USD

**TOTAL AMOUNT DUE: \$5,005.59**

PNC Equipment  
Finance, LLC (USD)  
PO BOX 931034  
CLEVELAND OH 44193-0004



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019**

**SUBJECT:** Bid Award for Paving Greenway in Stoney Creek Park

**BACKGROUND:** The City of Goldsboro was awarded a GoWayneGo Grant for \$40,000. The City of Goldsboro matched the grant with \$40,000. The combined \$80,000 is to be used for paving the Greenway in Stoney Creek Park and Dillard Middle/Mina Weil Park Track.

The City of Goldsboro requested informal bids for Paving Greenway in Stoney Creek Park project.

The scope of the project included:

- Option 1 – paving a 10' wide greenway trail with an asphalt surface or
- Option 2 – paving an 8' wide greenway trail with an asphalt surface

**DISCUSSION:** On July 25, 2019, the informal bids were opened with Barnhill Contracting Company being the low bidder. Parks and Recreation staff reviewed each bid proposal and recommend Barnhill Contracting Company for Option 1. Funding is available to cover the total bid amount of \$40,283. Bid tabulation is attached.

**RECOMMENDATION:** By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$40,283 with Barnhill Contracting Company to construct greenway trail in Stoney Creek Park.

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

\_\_\_\_\_  
Interim Parks and Recreation Director

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

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

RESOLUTION NO. 2019-

A RESOLUTION AUTHORIZING THE CITY OF GOLDSBORO TO EXECUTE  
CONTRACT WITH BARNHILL CONTRACTING COMPANY FOR GREENWAY  
TRAIL CONSTRUCTION IN STONEY CREEK PARK

WHEREAS, the City of Goldsboro was awarded a \$40,000 grant from GoWayneGo; and

WHEREAS, this will help fund the paving of the Stoney Creek Park Greenway and Dillard Middle/Mina Weil Park Track projects; and

WHEREAS, the GoWayneGo Grant funding will be \$40,000 with the City of Goldsboro matching \$40,000; and

WHEREAS, the City of Goldsboro requested bids for constructing the greenway trail in Stoney Creek Park; and

WHEREAS, the low bidder was from Barnhill Contracting Company in the amount of \$40,283; and

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

1. The Mayor and City Clerk is hereby authorized to enter into a contract with Barnhill Contracting Company in the amount of \$40,283.
2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Mayor

Attested by:

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

IFB2019-009

PAVING GREENWAY IN STONEY CREEK PARK

Bid Opening: July 26, 2019 @ 2:00 PM

	<b>OPTION 1</b>	<b>OPTION 2</b>
BARNHILL CONTRACTING COMPANY PO BOX 399 KINSTON, NC 28502 <a href="mailto:drrussell@barnhillcontracting.com">drrussell@barnhillcontracting.com</a> LICENSE# 3194	\$40,283.00	\$39,845.00
E. HADDOCK ENTERPRISE, LLC. PO BOX 719, 1868 OLD CORNWALLIS ROAD PRINCETON, NC 27569 <a href="mailto:haddockenterprises@gmail.com">haddockenterprises@gmail.com</a> LICENSE # 75036	\$50,200.00	\$44,500.00
FSC II, <i>dba</i> FRED SMITH COMPANY 701 CORPORATE CENTER DRIVE, SUITE 101 RALEIGH, NC 27607 <a href="mailto:ty.johnson@fredsmithcompany.net">ty.johnson@fredsmithcompany.net</a> LICENSE# 43848	\$65,728.00	\$59,814.00
T.A. LOVING COMPANY PO DRAWER 919 GOLDSBORO, NC 27533 <a href="mailto:tedmondson@taloving.com">tedmondson@taloving.com</a> LICENSE# 325	\$74,000.00	\$68,000.00
NPS SOLUTIONS, LLC PO BOX 58344 RALEIGH, NC 27658 <a href="mailto:aadupoku@npsmarking.com">aadupoku@npsmarking.com</a> LICENSE# 81746	\$75,000.00	\$67,500.00
HINE SITEWORK, INC. PO BOX 1275 GOLDSBORO, NC 27533 <a href="mailto:neil@hinesitework.com">neil@hinesitework.com</a> LICENSE# 52225	\$123,200.00	\$113,700.00

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING

SUBJECT: Contract Award – 2018 Street Paving Improvements Project  
Formal Bid No. 2019-003

BACKGROUND: On Wednesday, June 5, 2019, five (5) sealed bids were received for the 2018 Street Paving Improvements Project.

The proposed work consists of approximately 2,200 square yards of pavement with 600 linear feet of storm water lines, 400 linear feet of water line, 400 linear feet of sanitary sewer line, and 1,000 linear feet of concrete curb and gutter. This project includes Oak Hill Drive from North Berkeley Boulevard to Green Drive and East Chestnut Street from South Slocumb Street to South Leslie Street.

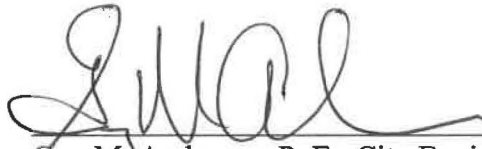
BridgePoint Civil, LLC submitted the low bid for this project for a total cost of \$609,596. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
BridgePoint Civil, LLC Goldsboro, NC	\$ 609,596.00
Tripp Bro's, Inc. Ayden, NC	\$ 683,167.50
Barnhill Contracting Company Kinston, NC	\$ 742,633.80
Herring-Rivenbark, Inc. Kinston, NC	\$ 843,231.00
Fred Smith Company Raleigh, NC	\$1,038,905.00

DISCUSSION: The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have reviewed the financing of this project with the Finance Director and determined that funds are available in Street Bonds.

RECOMMENDATION: Recommend the City Council, by motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract for \$609,596 with BridgePoint Civil, LLC for the 2018 Street Paving Improvements Project.

Date: 25 June 19

A handwritten signature in black ink, appearing to read 'G. Anderson', written over a horizontal line.

Guy M. Anderson, P. E., City Engineer

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

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

RESOLUTION NO. 2019 –

RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A  
CONTRACT FOR THE 2018 STREET PAVING IMPROVEMENTS PROJECT  
FORMAL BID NO. 2019-003

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to initiate a project for the 2018 Street Paving Improvements Project; and

WHEREAS, the total low bid for the 2018 Street Paving Improvements Project was submitted by BridgePoint Civil, LLC of Goldsboro, NC in the amount of \$609,596; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to accept the low bid and award the contract to BridgePoint Civil, LLC in the amount of \$609,596 for the 2018 Street Paving Improvements Project;

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with BridgePoint Civil, LLC in the amount of \$609,596 for the 2018 Street Paving Improvements Project.

2. This resolution shall be in full force and effect from and after this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attested by:

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

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019

**SUBJECT:** City of Goldsboro Personnel Policy Revision – Anti-Harassment Policy

**BACKGROUND:** The City of Goldsboro’s Personnel Policy was last revised on December 1, 2017. The current policy does not address some of the more recent policy issues that has be encountered regarding Harassment in the workplace.

**DISCUSSION:** As advised by legal counsel and recommendation of the Director of Human Resources it has been determined that the current Harassment Policy is in need of revisions as outlined by the U.S. Equal Employment Opportunity Commission better known as EEOC. All city employees will be trained on the newly revised Anti-Harassment policy and the policy will be made available on the city’s intranet for future reference. The policy will also be published on the city’s website for reference by non-city employees, affiliates of the city and vendors.

The affected Article and Section is attached for review. A revision will be made to the Personnel Policy upon approval of the attached document.

**RECOMMENDATION:** It is recommended that the City Council, by motion, approve the attached revised section of the Personnel Policy as requested above. The revisions shall become effective immediately.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bernadette Dove  
Human Resources Director

\_\_\_\_\_  
Date

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

## **Section 6. Anti-Harassment**

It is the policy of the City of Goldsboro to maintain a working environment that is free from all forms of discrimination and harassment, including sexual harassment. For that reason, the City of Goldsboro will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of this policy and by education of employees, the City will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Any employee who feels subjected to unlawful harassment in the workplace is obligated to promptly report this information in accordance with the procedures provided in this policy.

Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimands, suspension, demotion or termination of employment. (see Appendix C for policy guidelines)



## APPENDIX C

### Anti-Harassment Policy Effective Date

#### Policy

It is against the policy of the City of Goldsboro and illegal under local, state and federal law to discriminate against someone based on their race, color, gender, religion, national origin, age, disability and genetic information

It is also against the policy of the City of Goldsboro, and illegal under state and federal law, to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

In addition, it is against the policy of the City of Goldsboro to discriminate against someone based on his or her marital status, sexual orientation, gender identity or gender expression.

#### III. Definitions

**Covered Employees.** This policy applies to all employees of the City of Goldsboro, including, but not limited to, full and part-time employees, regular, temporary, contract and seasonal employees, vendors, employees covered or exempted from personnel rules or regulations, on or off duty City employees harassing another City employee on or off duty, non-City employees harassing City employees and City employees harassing non-City employees while the City employee is on duty or in City uniform.

**Harassment.** For purposes of this policy, any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, non-City employee, or any person working for or on behalf of the City of Goldsboro.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

1. Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, gender expression, sexual orientation, age, body, disability or appearance. Verbal harassment includes epithets, slurs, and negative stereotyping.
2. Non-verbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect towards an individual or group because of national origin, race, color, religion, age, gender, gender expression, gender identity, sexual orientation, pregnancy, disability or other protected status.

**Hostile Work Environment.** Results from harassing conduct, as defined above that has the purpose or effect of unreasonably interfering with an employee's work performance, or creates an intimidating, hostile or offensive working environment.

**Retaliation.** Any adverse action taken against an individual because he or she filed a charge of harassment, complained about harassment on the job, or participated as a witness in an investigation.

**Sexual Harassment.** A form of sex discrimination that consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

1. Submission to that conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual; or
3. The conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of sexual harassment can include, but are not limited to, the following when such acts or behavior comes within one of the above definitions:

1. Either explicitly or implicitly conditioning any term of employment (e.g. continued employment, wages evaluation, advancement, assigned duties or shifts) on the provision of sexual favors;
2. Touching or grabbing a sexual part of an employee's body;
3. Touching or grabbing any part of an employee's body after that person has indicated or it is known that such physical contact is unwelcome;
4. Continuing to ask an employee to socialize on or off-duty when that person has indicated that she or he is not interested;
5. Displaying or transmitting sexually suggestive pictures, objects, cartoons or posters;
6. Writing sexually suggestive notes or letters to another employee;
7. Referring to or calling a person a sexualized name;
8. Regularly telling sexual jokes or using sexually vulgar or explicit language in the presence of other employees;
9. Retaliation of any kind for having filed or supported a complaint of sexual harassment (such as but not limited to ostracizing the person, pressuring the person to drop or not support the complaint, adversely altering the person's duties or work environment, etc.);
10. Derogatory or provoking remarks about or relating to an employee's sex or sexual orientation or gender identity or gender expression;
11. Harassing acts or behavior directed against a person on the basis of an employee's sex, sexual orientation, gender identity, or gender expression; or
12. Off-duty conduct that falls within the above definition and affects the work environment.

Electronic mail (e-mail), social media (Facebook, Twitter, Instagram, etc.) or other computer aided transmissions of sexually explicit materials or harassing conduct may also constitute prohibited conduct under this policy.

Sexual harassment can also consist of intimidating, abusive or hostile behavior of a non-sexual nature towards an employee on the basis of gender. Verbal abuse and hostility that is not sexual in character but is directed solely at females because they are female or males because they are male may also constitute a violation of this policy on the same level as harassment of a sexual nature.

Sexual Harassment can also take the form of offensive conduct by non-employees such as vendors and outside contractors against employees in the workplace.

#### **IV. Procedure**

##### **A. Procedures for Reporting Harassment**

1. Any employee who feels subjected to harassment, including sexual harassment should immediately contact one of the persons below with whom the employee feels comfortable. Complaints may be made orally or in writing to:
  - a. The employee's immediate supervisor;
  - b. The employee's Department Director;
  - c. Human Resources Director; or
  - d. The City Manager.
2. Although employees are strongly encouraged to try to resolve disputes with the help of their immediate supervisor, employees may circumvent the chain of command in selecting the person to make a complaint of harassment, particularly when the immediate supervisor is the harassing employee.
3. The employee should be prepared to provide the following information, if known, to the individual to whom a complaint of harassment is made:
  - The employee's name, department and position title;
  - The name of the person committing the harassment, including the person's title, if known;
  - The specific nature of the harassment, its duration, and any employment action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against the employee as a result of the harassment, or any other threats made against the employee as a result of the harassment;
  - Any witnesses to the harassment; and

- Whether the employee has previously reported such harassment and, if so, when and to whom.
4. The filing of a good faith complaint or otherwise reporting harassment will not adversely affect the individual's employment status or future terms and conditions of employment.

## **B. Investigation**

1. In the event the City receives a complaint of harassment, or otherwise has reason to believe that harassment is occurring, the City will take all necessary steps to ensure that the matter is promptly investigated and addressed.
2. The City is committed, and required by law, to take appropriate and remedial action if it learns of potential harassment in the workplace. Once a complaining party makes a report of harassment to the supervisor, department director, City Manager the person receiving the report must forward all relevant information to the Human Resources Director regardless of any request or desire by the complaining party not to initiate a formal investigation under this policy. Failure to appropriately report such harassment complaints or suspected acts of harassment shall be considered a violation of this policy.
3. Care will be taken to protect the identity of the complaining party and of the accused party or parties, except as may be reasonably necessary to successfully complete the investigation. Employees who are involved in any aspect of the harassment complaint are advised to refrain from discussing the alleged facts of the complaint with other City employees, particularly during the pendency of the investigation. It shall be a violation of this policy for any employee who learns of the investigation or complaint to take any retaliatory action that affects the working environment of any person involved in this investigation.
4. When an allegation of harassment is made by an employee, the person to whom the complaint is made shall immediately prepare a report of the complaint and submit it to the Human Resources Director.

The Human Resources Director shall make and keep a written record of the investigation, including notes of responses made to the investigator in connection with the investigation. The notes shall be made at or near the time the interview is in progress. Upon the receipt of a complaint of harassment, the Human Resources Director shall immediately:

- a. Obtain a written statement(s) (oral if necessary) from the person complaining of sexual harassment that includes a comprehensive report of the nature of the harassment complained of, and the times, dates and places where the harassment occurred. The investigator shall interview the person complaining of harassment about any information in the written statement that is not clear or needs further explanation.

- b. Obtain a written statement(s) (oral if necessary) from witnesses that includes a comprehensive report of the nature of the conduct witnessed, and the times, dates, and places where the conduct occurred, and the conduct of the person complaining of harassment toward the person against whom the complaint of harassment was made. The investigator shall orally question witnesses about any information in their written statements that is not clear or needs further explanation.
- c. Obtain a written statement(s) (oral if necessary) from the person against whom the complaint of harassment has been made. The investigator shall orally question the person against whom the complaint of harassment has been made about any information in the written statement that is not clear or needs further explanation.
- d. Prepare a report of the investigation, that includes the written or transcribed statement of the person complaining of harassment, the written or transcribed statements of witnesses, the written or transcribed statement of the person against whom the complaint of harassment was made, and the investigator's notes connected to the investigation, and submit the report to the City Manager. In the event that the harassment complaint is filed against the City Manager, the report shall be submitted to the City Council.

### **C. Mediation**

At any point in time during or after the investigation into a complaint of harassment, the alleged victim and harasser may agree to participate in mediation to be conducted at the direction of the Human Resources Director. Mediation under this section cannot take place without the consent of both parties. Participation in mediation will not affect an ongoing investigation of the underlying harassment complaint or any disciplinary action that may result therefore.

### **D. Sanctions**

- 1. If it is determined that a complaint of harassment is substantiated, immediate and appropriate disciplinary action will be taken against the employee guilty of harassment. This action may be directed through the appropriate Department Head and City Manager.
- 2. The disciplinary action shall be consistent with the nature and severity of the offense, the rank of the employee, and any other factors the City Manager believes relate to fair and efficient administration of the City, including, but not limited to, the effect of the offense on employee morale and public perception of the offense, and the light in which it casts the City.
- 3. The disciplinary action may include demotion, suspension, warning or reprimand or dismissal. A determination of the level of disciplinary action shall be made on a case-by-case basis.

4. A written record of disciplinary action taken shall be kept.
5. Future conduct of the parties involved may be monitored in order to reasonably insure that the remedial action taken has been effective in stopping the harassment and that no retaliation has occurred.

#### **E. Notifications**

This Policy will be made available to all employees and incorporated into employee handbooks. The Policy shall also be included in any standard operating procedures manual of all City Departments. Mandatory training sessions on this Policy and the prevention of harassment shall be held for all personnel during appropriate in-service training programs and orientation sessions.

#### **F. Employee Responsibility**

1. Employees are not only encouraged to report instances of harassment, including sexual harassment, but they are obligated to report instances of harassment. Harassment exposes the City to liability, and part of each employee's job is to reduce the City's exposure to liability.
2. It is the duty of all employees, especially supervisory personnel, to be familiar with this Policy. Each employee has a stake in preventing harassment and thus shares responsibility with the City Manager in eliminating harassment in the workplace.
3. No employee shall, in any way, retaliate, harass or discriminate against a person making or involved as a witness or otherwise in a complaint of harassment.
4. In cases in which the harassment is committed by a non-employee against a City employee in the workplace, the City Manager shall take whatever lawful action is necessary against the non-employee to bring the harassment to an end.
5. Employees are obligated to cooperate in every investigation of harassment. The obligation includes, but is not necessarily limited to:
  - a. Coming forward with evidence, both favorable and unfavorable concerning a person accused of harassment;
  - b. Fully and truthfully making a written report under oath upon request; and
  - c. Orally answering questions when required to do so by an investigator during the course of an investigation of harassment.
6. Employees are also obligated to refrain from making accusations of sexual harassment in bad faith.

**Contact information**  
**City of Goldsboro**  
**Human Resources Director**  
**Bernadette Dove**  
**(919)739-7441**

## **FILING OUTSIDE COMPLAINTS**

Employees and applicants may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Individuals who wish to pursue filing with these agencies should contact them directly to obtain further information about their processes and time limits.

### **U.S. Equal Employment Opportunity Commission**

**Location:** 434 Fayetteville Street, Suite 700  
Raleigh, NC 27601-1701

**Phone:** 1-800-669-4000

**Fax:** 919-856-4151

**TTY:** 1-800-669-6820

**ASL Video  
Phone:** 844-234-5122

**Director:** Thomas M. Colclough

**Regional  
Attorney:** Lynette A. Barnes

**Office  
Hours:** The Raleigh Area Office is open for walk-ins to show Monday-Tuesday and Thursday-Friday from 8:30 am to 3:00 pm.

Although walk-ins are accepted, scheduling an interview is strongly recommended, and individuals with appointments will be given priority. We encourage you to schedule an interview through our online system.

<http://www.eeoc.gov/employees>

## **CORRECTIVE ACTION GUIDELINES**

The City of Goldsboro will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as the City of Goldsboro.

**City of Goldsboro**

**ANTI HARRASSMENT POLICY**

**COMPLAINT FORM**

**COMPLAINANT INFORMATION**

NAME:

DIVISION / UNIT:

OFFICE LOCATION:

WORK PHONE:

IMMEDIATE SUPERVISOR:

Please describe the conduct that you believe violates the Discrimination, Harassment or Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the EEO officer.



CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING

SUBJECT: Resolution - 2019 Urgent Repair Program (URP19)

BACKGROUND: The City of Goldsboro applied for a grant in January 2019 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for the 2019 Urgent Repair Program (URP19) in the amount of \$100,000. This grant is to be in conjunction with the City's Community Development Block Grant Program.

DISCUSSION: NCHFA has awarded the City funding for the 2019 Urgent Repair Program (URP19) in the amount of \$100,000 to assist twelve (12) eligible very-low and low-income homeowners with urgent repairs up to \$10,000 per home to prevent displacement, which poses a imminent threat to their life and/or safety. The time period of this grant will begin on July 12, 2019 and end on December 31, 2020.

No matching funds are required of the City of Goldsboro in conjunction with this Program.

RECOMMENDATION: By motion, adopt the attached resolution:

1. Approving the URP19 Assistance, Procurement, and Disbursement Policies to conduct this Urgent Repair Program in conjunction with the City's Community Development Block Grant Program.
2. Authorize the Mayor and City Clerk to sign the URP19 Assistance, Procurement, and Disbursement Policies.
3. Authorize the Mayor and City Clerk to accept and sign a contract with NCHFA in the amount of \$100,000.

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

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

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

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

RESOLUTION NO. 2019 –

RESOLUTION APPROVING URP19 ASSISTANCE, PROCUREMENT  
AND DISBURSEMENT POLICIES

WHEREAS, the City of Goldsboro applied for a grant in January 2019 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for the 2019 Urgent Repair Program (URP19) in the amount of \$100,000; and

WHEREAS, these funds will be used to assist a minimum of twelve (12) eligible very-low and low-income homeowners with urgent repairs to prevent displacement, which poses an imminent threat to their life and/or safety; and

WHEREAS, the City Council deems it in the best interest of the City of Goldsboro to adopt and approve the URP19 Assistance, Procurement, and Disbursement Policies and to accept and authorize the execution of this grant to conduct this Urgent Repair Program in conjunction with the City's Community Development Block Grant Program.

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

1. The documents entitled "City of Goldsboro Urgent Repair Program (URP19) Assistance Policy" and "City of Goldsboro Urgent Repair Program (URP19) Procurement and Disbursement Policy", copies of which are attached hereto and incorporated herein by reference, are hereby adopted and approved, and the Mayor and City Clerk is hereby authorized and directed to the same for and on behalf of the City.
2. The Mayor and City Clerk are hereby authorized and directed to accept and sign a contract with NCHFA in the amount of \$100,000.
3. This Resolution shall be in full force and effect from and after the 5<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Mayor

Attested by:

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



City of Goldsboro  
Community Relations Department  
2019 Urgent Repair Program (URP19)  
Procurement and Disbursement Policy

**PROCUREMENT POLICY**

1. To the maximum extent practical, the City of Goldsboro (the City) promotes a fair, open, and competitive procurement process as required under the North Carolina Housing Finance Agency's 2019 Urgent Repair Program (URP19). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Rehabilitation Specialist and submit proof of insurance.) Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.
2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) the bid is within 15%, in either direction, of the City's cost estimate, and (c) there is no conflict of interest (real or apparent).
3. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites shall be considered separate and apart when awarded and shall be awarded to the lowest responsive and responsible bidder(s) for each job site.
4. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.
5. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.
6. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.
7. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.
8. The City reserves the right to reject any or all bids at any time during the procurement process.

9. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. Should such methods ever become necessary the transaction will be fully documented.
10. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

### **DISBURSEMENT POLICY**

1. All repair work must be inspected by (a) the City's Minimum Housing Inspector and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order, payment shall be issued upon presentation of an original invoice from the contractor. The Contractor should allow 30 business days for processing of the invoice for payment.
2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Minimum Housing Inspector, payment may be withheld until such time the work is satisfactory. (Contractors may follow the City's 2019 Urgent Repair Program (URP19) Assistance Policy if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy.)
3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.
4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies approved and adopted by the City of Goldsboro, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Official Seal)

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

My commission expires \_\_\_\_\_, 20\_\_\_\_.

### **CONTRACTORS STATEMENT:**

I have read and understand the attached Procurement and Disbursement Policy.

Contractor: \_\_\_\_\_

Company Name: \_\_\_\_\_

Witness: \_\_\_\_\_



**City of Goldsboro**  
**Community Relations Department**  
**2019 Urgent Repair Program (URP19) Assistance Policy**

**INTRODUCTION**

The North Carolina Housing Finance Agency has approved the City of Goldsboro's grant request for funding to assist qualifying very low and low-income homeowners, residing within the municipal boundaries of the City of Goldsboro, in need of urgent housing repairs. The amount of \$100,000.00 shall be made available from the North Carolina Housing Finance Agency (NCHFA) to the City of Goldsboro to implement the City's "Urgent Repair Program 2019". The funds provided by NCHFA come from the North Carolina Housing Trust Fund. The following assistance policy has been modeled from the guidelines prescribed by the North Carolina Housing Finance Agency for recipients of "Urgent Repair Program" funds:

**1.1 GOALS AND OBJECTIVES**

**1.2 GOALS**

The goals of the City of Goldsboro's "Urgent Repair Program 2019" (URP19) are:

1. to alleviate housing conditions which pose an imminent threat to the life or safety of very low and low-income homeowners with special needs;
2. to provide accessibility modifications and other repairs necessary to prevent displacement of very low and low-income homeowners with special needs, such as frail elderly and persons with disabilities;
3. to assist a minimum of twelve (12) eligible homes within the municipal boundaries of the City of Goldsboro.

**1.3 OBJECTIVES**

The objectives of the City's URP19 are:

1. to assist very low-income and low-income owner-occupied households with one or more full-time household member with special needs (elderly  $\geq$  62 years of age, handicapped or disabled, single-parent, large households (five or more), Veterans, or households with children who have elevated blood lead levels;
2. to serve eligible households located within the municipal boundaries of the City of Goldsboro with urgent repair needs which cannot be met through other state- or federally-funded housing assistance programs;
3. to enable frail elderly and others with physical disabilities to remain in their homes by providing funding for essential accessibility modifications.

## **2.1 PROGRAM REQUIREMENTS**

## **2.2 USE OF FUNDS**

1. Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.
2. URP19 funds must be used either for hard costs or for URP19 support associated with URP19 eligible repairs or modifications.
3. Eligible repairs must meet the goals and objectives as stated in section 1.1 above and the types of repairs may include, but are not limited to:
  - 1) repair or replace heating and air system;
  - 2) electrical system hazards;
  - 3) plumbing system hazards;
  - 4) imminent structural system failures (e.g., porches, steps, and roofs);
  - 5) mitigation of environmental hazards such as lead-based paint, asbestos, or soil gases;
  - 6) repairs necessary to prevent the imminent displacement of eligible households;
  - 7) repairs designed to increase the accessibility of the unit to frail or disabled residents, including ramps, hand rails and grab bars, kitchen and bathroom adaptations and door alterations, etc.; or
  - 8) other repairs approved by the Department on a case-by case basis.
4. Hard costs are defined, in the case of an independent private contractor performing the repair work, as the contract price; or in the case of City work crews performing the repairs, as the direct costs associated with the repairs including labor, materials, mileage, and tool rental.
5. The maximum amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the city's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum lifetime limit according to the guidelines of URP19 is \$10,000.
6. Program funds must not be used:
  - 1) in conjunction with any source of state or federal housing assistance (CDBG, HOME, HPG, 504 grants, etc.) ;
  - 2) on any dwelling unit for which other sources of state or federal assistance are available at the time of the repair work; or
  - 3) on any dwelling unit for which other sources of state or federal assistance are likely to become available within six months following the completion of the repair work under the URP19.

## **2.3 PROHIBITED ACTIVITIES**

1. None of the funds provided under the City's URP19 shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
2. There shall be no religious instruction conducted in connection with activities under the City's URP19;
3. The City will not discriminate against any person employed in the performance of the URP19, or against any applicant for assistance under the URP19 because of race, sex, age, creed, color, physical handicap or national origin. The City will ensure that applicants are

processed and that employees are treated during employment, without regard to race, sex, age, creed, color, physical handicap, or national origin.

4. No employee, officer or agent of the City shall participate in the selection, or in the award or administration of a contract funded by the City's URP19 if a conflict of interest, real or apparent, would be involved.

## **2.4 FORM OF ASSISTANCE**

1. The City of Goldsboro's URP19 funds shall be made available to qualifying owner-occupant beneficiaries in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of \$2,000 per year, until the principal balance is reduced to zero.
2. The City of Goldsboro shall use loan documents prescribed and provided by the NCHFA in the administration of URP assistance to qualifying beneficiaries.

## **2.5 ELIGIBLE HOUSEHOLDS**

1. Only qualified low and very low-income owner occupants with special needs can be assisted under the City's URP19. A minimum of 50% of the City's URP19 funds shall benefit very low-income households with the remainder going to benefit low-income households.
2. City of Goldsboro low-income households are those with gross annual incomes not exceeding 50% of the Median Family Income for North Carolina as defined in the NCHFA "Urgent Repair Program" manual by number of persons in the household (see Income Limits schedule below).
3. City of Goldsboro very low-income households are those households with gross annual incomes not exceeding 30% of the Median Family Income for North Carolina as defined in the NCHFA "Urgent Repair Program" manual by number of persons in the household (see Income Limits schedule below).
4. Eligible households with special needs include households with:
  - 1) Elderly household member who is at least sixty-two (62) years old;
  - 2) Handicapped or disabled members, defined as follows:
    - a) A person shall be considered handicapped if he or she has a physical or mental impairment that 1) is expected to be of long-continued and indefinite duration; 2) substantially impedes the person's ability to live independently; or 3) is such that the person's ability to live independently could be improved by more suitable housing conditions. A person with a developmental disability as defined by the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)) shall be considered handicapped. An adult who has a chronic mental illness shall be considered handicapped if he or she has a severe and persistent mental or emotional impairment that seriously limits his or her ability to live independently and whose impairment could be improved by more suitable housing conditions.
    - b) A person shall be considered disabled if they are receiving Social Security Disability, Railroad Retirement Disability, or Supplemental Security Income as disabled, one hundred percent Veteran's Administration Disability benefits or is determined to be disabled by a licensed practicing physician.
    - c) A person whose sole impairment is alcoholism or drug addiction shall not be considered handicapped or disabled under the Urgent Repair Program.

- 3) A single parent with at least one dependent child in residence.
  - 4) Five or more persons.
  - 5) Household with a child below the age of six with lead hazards in the home.
  - 6) A person who is a military veteran, as defined as one who served in the active military, naval, or air service (i.e. Army, Navy, Air Force, Marine Corps, and Coast Guard; as a commissioned officer of the Public Health Service; or as a commissioned officer of the National Oceanic and Atmospheric Administration or its predecessors), and who was discharged or released there from under conditions other than dishonorable.
5. The following guidelines shall be used for income determination:
- a) Household income is defined as the projected gross annual income of all household members based on the twelve-month period preceding the date of application. The income of household members, other than the applicant, who are under 18 years of age or who are full time students, is excluded.
  - b) Household income includes wages, salary, overtime pay, commission, fees, tips, bonuses, interest, dividends, social security, annuities, pensions, retirement funds, insurance policy dividends, disability benefits, alimony, child support, regular contributions from persons not occupying the unit, and public assistance allowances.
  - c) Household income excludes casual or sporadic gifts, monies received as reimbursement for medical expenses, lump-sum payments such as inheritances, insurance settlements, capital gains, settlements for personal or property losses, educational scholarships, government benefits to a veteran for education, foster child care payments, food stamps, and government relocation payments.
  - d) Household income for self-employed persons will be determined by averaging the reported net income on federal income tax returns for the previous two years. If the head of household is self-employed for less than two years, the applicant must submit the most recent year's personal income tax return.

## URGENT REPAIR PROGRAM CITY OF GOLDSBORO BENEFICIARIES

### 2019 HOME Income Limits by County, by Household Size

*Effective June 28, 2019*

County	Median Income	Percent Median Income	Household Size (Number of Household Members)							
			One Person	Two Person	Three Person	Four Person	Five Person	Six Person	Seven Person	Eight Person
Wayne	\$58,500	30%	\$12,300	\$14,050	\$15,800	\$17,550	\$19,000	\$20,400	\$21,800	\$23,200
		50%	\$20,500	\$23,400	\$26,350	\$29,250	\$31,600	\$33,950	\$36,300	\$38,650
		60%	\$24,600	\$28,080	\$31,620	\$35,100	\$37,920	\$40,740	\$43,560	\$46,380
		80%	\$32,800	\$37,450	\$42,150	\$46,800	\$50,550	\$54,300	\$58,050	\$61,800

Income limits presented in this schedule are for North Carolina State, Median Family Income of \$58,500 for Wayne County & Goldsboro as a MSA. \*Income limits are subject to change based on annually published HUD HOME Limits.\*

## 2.6 REPAIR STANDARDS

Program funds may be used to affect urgently needed repairs or modifications without regard to whether the dwelling unit shall meet any local, state, or federal housing quality standards. However, all work done using URP19 funds must meet North Carolina State Residential building



code standards and be done in compliance with all state or local permitting, inspections, licensing, and insurance requirements.

### **3.1 CITY OF GOLDSBORO'S URP19 PROGRAM REQUIREMENTS**

### **3.2 URP19 PROGRAM SCHEDULE**

The City's "Urgent Repair Program for 2019" shall begin in August of 2019 or sooner, based on approval by NC Housing Finance Agency, at which time, the City of Goldsboro's Community Relations Department shall seek applicants by making known to the public the availability of funding through published announcements in local newspapers, through the distribution of URP19 brochures, press releases, and announcements posted in public places such as the Municipal Building and Recreation Centers in eligible neighborhoods. The City's URP19 program shall be completed by December 31, 2020, no exceptions.

### **3.3 GEOGRAPHICAL DISTRIBUTION OF URP19 FUNDS**

Applications shall be accepted from all qualifying residents who live within the municipal boundaries of the City of Goldsboro.

### **3.4 BENEFICIARY SELECTION PROCESS**

Approximately twelve (12) units will be assisted through the Urgent Repair Program 2019. Applications for assistance will be accepted on a first come first-served basis. Under NCHFA Program Guidelines, a minimum of 50% of households assisted must have incomes, which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be the primary factor in the selection of those households to be assisted under URP19.

### **3.5 APPLICATION PROCESS**

1. Media (Goldsboro News Argus & City's website) and personal contact shall be used throughout the City to encourage prospective beneficiaries to make an application for URP19 assistance. The City of Goldsboro Community Relations Department shall provide technical assistance to potential beneficiaries in completing applications for URP19 funds. All applications, along with financial documentation, shall be delivered to the City of Goldsboro Community Relations Department. The Community Relations Director shall review all eligible applications submitted, and shall prioritize applications to ensure that beneficiary distribution is consistent with the City of Goldsboro's URP19 application with NCHFA and the guidelines prescribed by NCHFA for grant recipients.

Applications shall consist of three parts:

- 1) Application for determination of eligibility;
  - 2) Housing inspection report;
  - 3) Work write-up and cost estimate.
2. Complaints concerning the City's URP19 program shall be in writing and addressed to the City of Goldsboro Community Relations Department. A representative of the City of Goldsboro Community Relations Department shall contact the person making the complaint

and attempt to resolve the problem. A written response will be made within 10 working days of contact. If the complaining party is not satisfied with the response, he or she may file a complaint with the Planning Director who will schedule a meeting with the complaining party. The decision of the Director shall be final and will be made in writing within 10 days.

### **3.6 CONTRACT AND REPAIR PROCESS**

1. The City's HQS Specialist from TCMC, Inc. will visit the homes of potential grant recipients to determine the need and feasibility of repairs/modifications. All parts of the home must be made accessible for inspection, including the attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The HQS Specialist from TCMC, Inc. will prepare complete and detailed work specifications (known as the "work write-up". A final cost estimate will also be prepared by the HQS Specialist from TCMC, Inc. and held in confidence until bidding is completed.

Only repairs that address imminent threats to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

2. After approval of the work write-up, the homeowner will sign a formal agreement that will explain and govern the repair/modification process. This agreement will define the roles of the parties involved throughout the process.
3. The City is obligated under URP19 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open, and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an "approved contractor registry".
4. The City will maintain a list of contractors eligible to bid on work financed by URP19 funds (approved contractor registry). Such contractors must present evidence of their rehabilitation experience, ability to complete work items in a workmanlike manner, possession of liability and workman's compensation insurance, ability to work with the homeowner and City staff, and to complete work on schedule. Contractors not on this list must supply evidence of their qualifications to the City and shall be reviewed for approval by the City. All contractors performing work under this program shall obtain city privilege licenses and must possess other contracting licenses as required by the adopted building codes.
5. The City's bid package consisting of a detailed work write-up, contract document, cost proposal form, and instructions to the bidder will be mailed to a minimum of three contractors on the approved contractors registry who will be given a specific period of time to return their bids.

After review of bid breakdowns and timing factors, the winning bidder will be selected. Typically, the contract or contracts will be awarded to the low bidder(s). In addition, the selected contractor's bid must be within 15 percent (15%) of the City's cost estimate.

All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection.

6. The loan will be executed as well as the repair/modification contract. The contract for repairs will be let by the homeowner and will be between the homeowner and contractor, with the City signing as an interested third party.

7. A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date.
8. The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. The Goldsboro Minimum Housing Inspector will inspect new work for compliance with the State Building Code as required by the guidelines of URP19. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.
9. Contractors shall be permitted one partial payment during construction. This payment shall be eighty percent (80%) of the value of work completed when fifty percent (50%) or more of the work is completed. Work will be inspected by Community Relations Staff and City of Goldsboro Minimum Housing Inspector.
10. Contractors must supply lien waivers, signed by all any sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased, and warranties to the homeowner upon completion of work.
11. All Change Orders to the bid specifications must be approved by the homeowner, contractor and two representatives of the City, and reduced to writing as a contract amendment ("change order"). Loan funds shall not be advanced beyond the permitted maximum to cover Change Orders.
12. Following construction, the contractor and a City Community Relations staff member will sit down with the homeowner one last time. At this conference, the contractor will provide any owner's manuals and warranties on equipment. The contractor and the City Community Relations staff member will also go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.
13. Once all work has been completed in accordance to the Contract and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.
14. In the event of any dispute between the homeowner and the contractor concerning the rehabilitation work, City Community Relations Department staff will work with both parties to negotiate a satisfactory solution. If a mutually satisfactory solution cannot be found, the Planning Director will have final authority on when the job has been satisfactorily completed.

### **3.7 CONFIDENTIALITY OF RECORDS**

All applicant files shall be confidential with access to them solely by program staff, the applicant, City Auditors, and the North Carolina Housing Finance Agency. Statistical and profile information may be published, with no references to name or address of beneficiary as necessary.

### 3.8 CLIENT REFERRALS

The City of Goldsboro's Community Relations Department has a Community Service Directory available to all applicants who are interested or in need of other assistance. Please contact the Community Relations Department at 919-580-4359 or via email at [cjohnson@goldsboronc.gov](mailto:cjohnson@goldsboronc.gov) or [ssimpson@goldsboronc.gov](mailto:ssimpson@goldsboronc.gov) for your free copy.

2019 Urgent Repair Program Assistance Policy, approved and adopted by the City of Goldsboro, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Official Seal)

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

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**NORTH CAROLINA HOUSING FINANCE AGENCY**

**URGENT REPAIR PROGRAM**

**FUNDING AGREEMENT**

Recipient: **City of Goldsboro**

Funding Agreement Number: **URP 1909**

NORTH CAROLINA HOUSING FINANCE AGENCY  
**URGENT REPAIR PROGRAM**

**FUNDING AGREEMENT**

This Funding Agreement (the "Agreement") is entered into on the 12<sup>th</sup> day of July, 2019, by the North Carolina Housing Finance Agency (the "Agency"), a public agency of the State of North Carolina and the City of Goldsboro (the "Recipient").

Recitals

Whereas, the North Carolina Housing Trust Fund (the "Fund") was created by the 1987 Session of the North Carolina General Assembly which added Chapter 122E to the General Statutes, entitled the North Carolina Housing Trust Fund and Oil Overcharge Act (the "Act"); and

Whereas, the Act also created the North Carolina Housing Partnership (the "Partnership") to establish policies for programs of the Fund; and

Whereas, the Partnership has adopted policy guidelines for the operation of an Urgent Repair Program (the "Program") from the Fund; and

Whereas, the Agency is responsible for implementing and operating programs of the Fund based on the policies of the Partnership; and

Whereas, the Agency has advertised the availability of applications for funding under the Program;

Whereas, the Application of the Recipient identified on the cover page of this Funding Agreement was received, evaluated, and approved by the Agency and thereby made a part of this Agreement to be referenced as applicable; and

Whereas, the Agency has developed Program Guidelines (the "Guidelines") dated June 2019, governing the execution of the Program by the Recipient and their relationship to this Agreement is made explicit in section 9 of this Agreement;

Now, therefore, in consideration of the payment of ten dollars (\$10.00) by the Recipient to the Agency, the exchange of the mutual promises set forth herein and other good and valuable consideration the Recipient and the Agency mutually agree as follows:

#### PART A: TIME OF PERFORMANCE

##### Section 1: Time of Performance

(a) The Recipient shall begin performance of this Agreement on the 12<sup>th</sup> day of July, 2019 and shall complete performance no later than the 31<sup>st</sup> day of December, 2020 (date of completion). Any funds that are not committed under contract (pursuant to section 3.1 of the Program Guidelines) to a Program participant as of the completion date must be withdrawn from deposit and returned to the Agency, unless the Agency agrees in writing to an extension of this Agreement.

(b) The Recipient must make reasonable progress in the use of funds under this Agreement. Failure to do so may result, at the discretion of the Agency, in a reduction of the amount of funds available under this Agreement.

## PART B: PROGRAM FUNDING

### Section 2: Grant Amount

(a) The Agency has approved a Program Grant to the City of Goldsboro in the principal amount of One Hundred Thousand dollars (\$100,000). The funds are from the State appropriated North Carolina Housing Trust Funds. In no event shall expenditures under this Agreement exceed this Program Grant.

### Section 3: Disbursement of Funding

The Recipient will receive Program funds in accordance with the Guidelines, section 3.2 *Disbursements*.

### Section 4: Deposit of Funds

(a) Any money advanced to the Recipient must be deposited, tracked and documented in accordance with the Guidelines, sections 3.4 *Recipient Accounts* and 3.5 *Program Income*.

(b) The Agency reserves the right to require that all deposits made in eligible accounts will be subject to withdrawal by the Recipient and will also be subject to withdrawal by the Agency. If the Agency chooses to exercise this option, an agreement for custodial accounts will be provided by the Agency to implement the requirement and will be executed prior to the initial disbursement.

(c) Checks will be delivered to the addresses provided in section 24 of this Agreement.

## PART C: FINANCIAL MANAGEMENT

### Section 5: Honesty and Fidelity Bond

The Recipient must comply with the Honesty and Fidelity Bond requirements of the Guidelines, Section 3.3 *Honesty and Fidelity Bond*.

### Section 6: Establishment and Maintenance of Accounting Records

The Recipient must comply with the accounting procedures of the Guidelines, Section 3.6 *Accounting*.



#### Section 7: Procurement Procedures

Recipient shall establish written procurement and contracting procedures which provide that proposed procurement and contracting actions will be properly managed in accordance with the Guidelines, section 3.8 *Procurement*.

#### Section 8: Annual Audit Report

The Recipient must comply with the auditing standards and requirements of the Guidelines, section 3.9 *Financial Audit Requirements*.

### PART D: PROGRAM MANAGEMENT

#### Section 9: Program Guidelines

The terms of the Agreement are subject to the Guidelines in all respects, whether specifically referenced in this Agreement, and all defined terms used in this Agreement shall have the same meanings as used in the Guidelines. In the event the Guidelines are revised, the Agency will forward such revisions to the Recipient and thereby make them a part of this Agreement. Failure of the Recipient to comply with the terms and conditions of the Guidelines shall be an event of default by the Recipient under this Agreement.

The Agency may reduce, suspend, or otherwise change the disbursement of payments under this Agreement, and the Agency may terminate this Agreement if the Agency determines that the Recipient has failed to comply with the Guidelines.

#### Section 10: Program Documents

The Recipient's Program must use grants to finance eligible repairs for Program participants. The Recipient must comply with the documentation requirements of the Guidelines, section 4.3 *Program Documents*.

#### Section 11: Recipient Responsibility

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.10 *Monitoring by Recipient*.

#### Section 12: Reports

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.11 *Reporting by Recipient*.

#### Section 13: Right To Inspect

The Recipient must comply with the procedures and requirements of the Guidelines, section 3.12 *Monitoring by Agency*.

### PART E: GENERAL CONDITIONS

#### Section 14: Prohibited Activity

The Recipient must comply with the procedures and requirements of the Guidelines, section 2.2 *Prohibited Activities*.

#### Section 15: Publicity

The Recipient must, when publicizing Program availability, act in accordance with the requirements of the Guidelines, section 4.1 *Selection of Applicants*.

#### Section 16: Contract Changes

Any proposed changes in this Agreement shall be in writing, submitted to and approved and executed by the Agency before the performance of any work involved in the proposed change.

#### Section 17: Assignment

This Agreement shall be binding on and inure to the benefit of the Agency, its successors and assigns. The Recipient may not assign all or any part of its interest in this Agreement or delegate any duty or obligation hereunder without the prior written consent of the Agency.

#### Section 18: Termination of Agreement

Termination of this Agreement will be governed by the rules and requirements of the Guidelines, section 3.1 *Funding Agreement*.

#### Section 19: Indemnification

The Recipient holds harmless and indemnifies the Agency from any and all claims, including reasonable attorney's fees, for injury or damage to persons or property which may arise in connection with work performed under this Agreement or pursuant to the Recipient's Program.

#### Section 20: Litigation

The Recipient represents and warrants to the Agency that there is no pending or active litigation against the Recipient that may jeopardize or adversely affect this Agreement or the completion of activities hereunder.

#### Section 21: E-Verify

Member agrees to comply with the requirement of N.C.G.S. 64-26(a) which requires private employers with 25 or more employees in the State of North Carolina to comply with the Federal E-Verify system for verification of all employees' legal work status.

#### Section 22: Prohibition of Discrimination.

The Member must consider all applications in the order in which they are received, or in any other manner designated by the Agency, on a fair and equal basis, may not arbitrarily reject an application, and may not vary the terms of a loan or the application procedures therefore or reject an applicant in violation of any State or federal law regarding discrimination.

#### Section 23: Notice

Any requirement to provide notice under this Agreement shall be deemed to have been met if delivered to the following parties at the following addresses:

**Recipient:**

The Honorable Chuck Allen, Mayor  
City of Goldsboro  
PO Drawer A  
Goldsboro, NC 27533

**Agency:**

Kim Hargrove, Team Leader of Documentation and Compliance  
North Carolina Housing Finance Agency  
3508 Bush Street  
Raleigh, NC 27609-7509

Section 24: Entire Agreement

This Agreement consists of eight pages, including the cover page, and is the entire Agreement between the Agency and the Recipient.

In Witness Whereof, the parties below have executed this Agreement on the date first written above.

**City of Goldsboro**

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Its: The Honorable Mayor

  
Attest

**North Carolina Housing Finance Agency**

By:   
Its: Manager of Home Ownership Rehabilitation  
and Compliance

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING**

**SUBJECT:** Z-14-19 Mary Sue Fallin – East side of Fallin Boulevard between N. Berkeley Boulevard and Central Heights Road.

Applicant is requesting a zoning change of the property from R-6CD (Residential) to GB (General Business).

**BACKGROUND:** The property is zoned residential and is currently vacant and undeveloped.

On Monday, June 2, 2003, Goldsboro City Council approved a rezoning change for subject property from NB (Neighborhood Business) to R-6 Residential Conditional District. The subject property along with surrounding tracts was part of a combination rezoning for the construction of 312 apartment units. Once approved, the developer chose to build 264 apartments in lieu of 312 and forfeited his option to purchase subject property.

Frontage: 158 ft. (Fallin Blvd.)

Area: 117,918 sq. ft., or 2.70 acres

Zoning: Residential (R-6CD)

**DISCUSSION:** As previously stated, the applicant is requesting a zoning change from R-6 CD (Residential) to General Business (GB).

Surrounding Zoning:

North: R-6 CD (Residential), SC (Shopping Center);

South: NB (Neighborhood Business);

East: RM-8 (Residential Manufactured Non-Conforming);and

West: GB (General Business), SC (Shopping Center)

Land Use Plan Recommendation: The City's Comprehensive Land Use Plan recommends high-density residential development for the property.

Engineering: City sewer is available to serve the property. Subject area is located in a Special Flood Hazard Area (100-year floodplain).

The subject property has frontage along Fallin Boulevard, which will be extended from Berkeley Boulevard to Central Heights Road by the North Carolina Department of Transportation. These improvements are part of an overall project to realign Central Heights Road and Royall Ave at Berkeley Boulevard. These improvements are scheduled to begin construction in July 2020 with a construction duration of 24 months.

Currently, there are no plans for development of the property. The applicant believes the marketability of the property would be enhanced if rezoned to General Business.

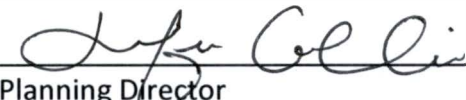
At the public hearing held on July 15, 2019, no one spoke for or against the request.

The Planning Commission, at their meeting held on July 29, 2019, recommended approval of the change of zone request with development plan approval required separately.

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

1. Adopt an Ordinance changing the zoning for the property from Residential 6 (R-6 CD) to General Business (GB) with development plan approval required separately. While not entirely compliant with the recommendation of the City's adopted Comprehensive Land Use Plan, the proposed rezoning would be compatible with the surrounding Shopping Center and General Business zoning.

Date: 07/30/19

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

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

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

**ORDINANCE NO. 2019 -**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE  
OF THE CITY OF GOLDSBORO, NORTH CAROLINA  
CODE OF ORDINANCES**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, July 15, 2019, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance be amended as herein below set forth;

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

1. That the Unified Development Ordinance of the City of Goldsboro, North Carolina Code of Ordinances, be and the same is hereby amended by changing:

**From Residential 6 Conditional District (R-6 CD) to General Business (GB) with site plan approval required separately for development;**

**Z-14-19 Mary Sue Fallin – East side of Fallin Boulevard between N. Berkeley Boulevard and Central Heights Road**

**The Wayne County Tax Identification No. is 3529-05-5055. The property has frontage of 181 feet, an average depth of 670 feet and a total area of approximately 120,661 sq. feet or 2.771 acres**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

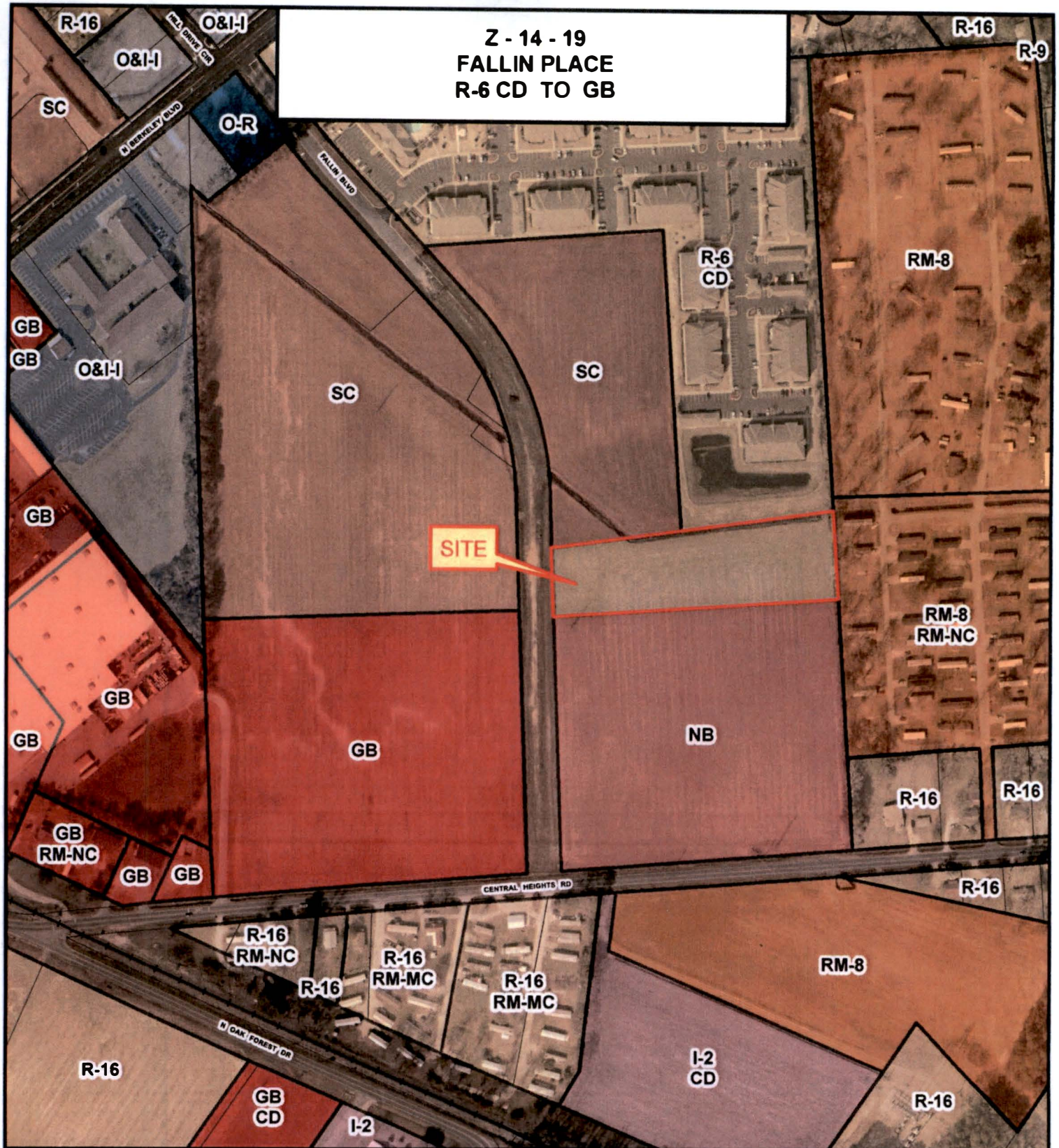
\_\_\_\_\_  
Mayor

Attested by:

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



**Z - 14 - 19  
FALLIN PLACE  
R-6 CD TO GB**



**REZONING REQUEST - EXISTING ZONING**

Owner: Mary Sue Fallin  
Request: R-6 CD to GB  
Project: Fallin Place  
Parcel #: 3529-05-5055  
Location: Fallin Blvd

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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



Z - 14 - 19  
FALLIN PLACE  
R-6 CD TO GB



### **REZONING REQUEST**

Owner: Mary Sue Fallin  
Requestt: R-6 CD to GB  
Project: Fallin Place  
Parcel #: 3529-05-5055  
Location: Fallin Blvd

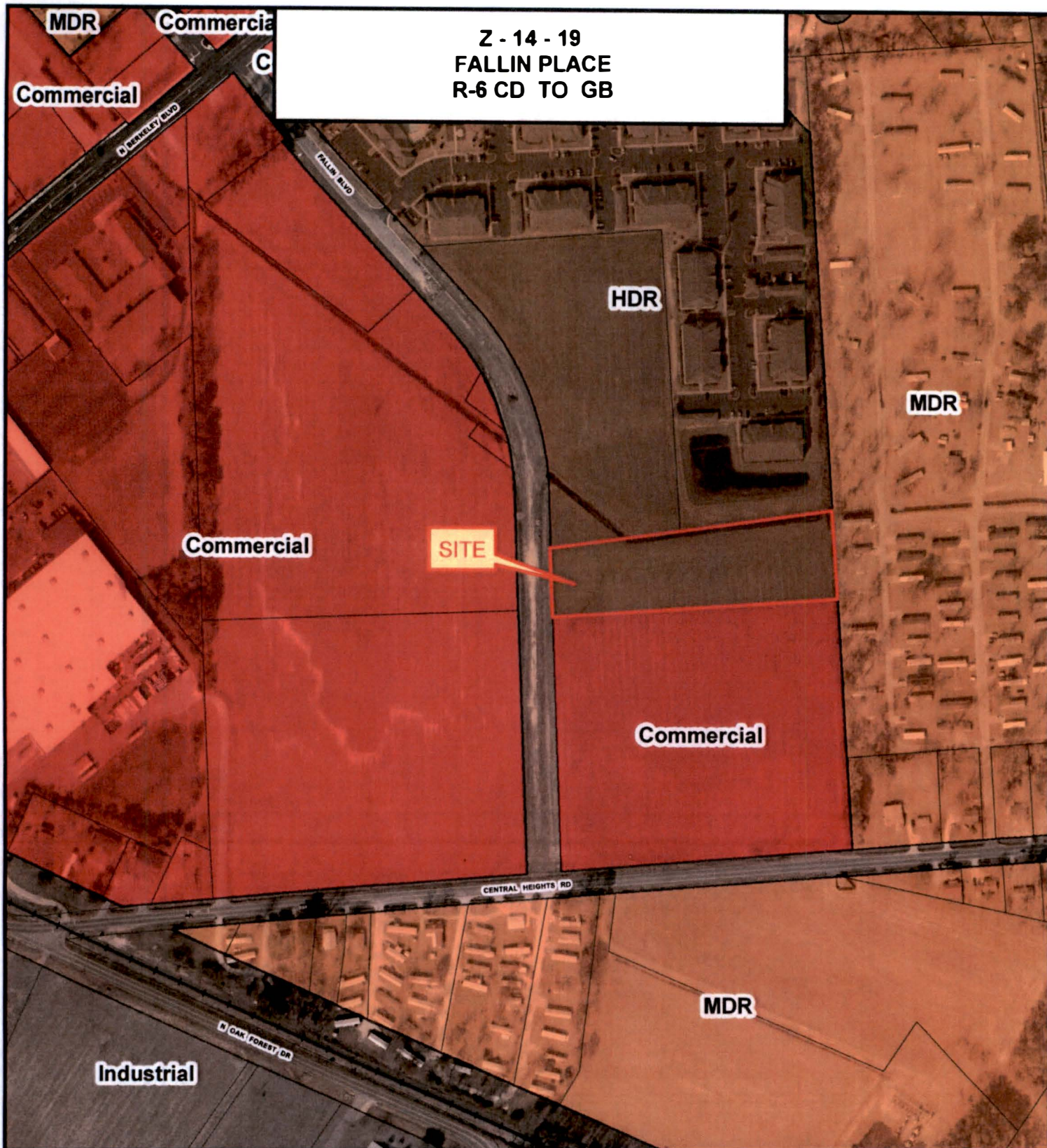
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**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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### **REZONING REQUEST - PROPOSED ZONING**

Owner: Mary Sue Fallin  
Requestt: R-6 CD to GB  
Project: Fallin Place  
Parcel #: 3529-05-5055  
Location: Fallin Blvd

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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

**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING**

**SUBJECT:** Z-15-19 Mary Sue Fallin – East side of Fallin Boulevard between N. Berkeley Boulevard and Central Heights Road.

Applicant is requesting a zoning change of the property from NB (Neighborhood Business) to GB (General Business).

**BACKGROUND:** The property is zoned neighborhood business and is currently vacant and undeveloped.

On Monday, October 24, 1994, Goldsboro City Council approved a rezoning change for subject property from R-16 (Residential) to Neighborhood Business (NB).

Frontage: 581 ft. (Fallin Blvd.)  
691 ft. (Central Heights Rd.)

Area: 385,807 sq. ft., or 8.85 acres

Zoning: Neighborhood Business (NB)

**DISCUSSION:** As previously stated, the applicant is requesting a zoning change from NB (Neighborhood Business) to General Business (GB).

Surrounding Zoning:

North: R-6 CD (Residential)

South: RM-8 (Residential Manufactured), I-2 CD (General Industry),  
R-16 RM-NC (Residential-Manufactured Non-Conforming);

East: RM-8 (Residential Manufactured Non-Conforming), R-16  
(Residential); and

West: GB (General Business)

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

Engineering: City water and sewer are available to serve the property. Subject area is located in a Special Flood Hazard Area (100-year floodplain).



The subject property has frontage along Fallin Boulevard, which will be extended from Berkeley Boulevard to Central Heights Road by the North Carolina Department of Transportation. These improvements are part of an overall project to realign Central Heights Road and Royall Ave at Berkeley Boulevard. These improvements are scheduled to begin construction in July 2020 with a construction duration of 24 months.

Currently, there are no plans for development of the property. The applicant believes the marketability of the property would be enhanced if rezoned to General Business.

At the public hearing held on July 15, 2019, no one spoke for or against the request.

The Planning Commission, at their meeting held on July 29, 2019, recommended approval of the change of zone request with development plan approval required separately.

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

1. Adopt an Ordinance changing the zoning for the property from Neighborhood Business (NB) to General Business (GB) with development plan approval required separately. The zoning change would be consistent with the City's adopted Comprehensive Land Use Plan which recommends commercial development.

Date: 07/30/19

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

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

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

**ORDINANCE NO. 2019 -**

**AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT ORDINANCE  
OF THE CITY OF GOLDSBORO, NORTH CAROLINA  
CODE OF ORDINANCES**

WHEREAS, after notice duly given according to law, a public hearing was held before the City Council and the Planning Commission at a regular meeting held in the Council Chamber, City Hall, on Monday, July 15, 2019, at 7:00 p. m., for the purpose of considering and discussing the passing of an ordinance amending the Unified Development Ordinance of the City of Goldsboro, North Carolina; and

WHEREAS, after completion of said public hearing and receipt of the recommendation of the Planning Commission, the City Council of the City of Goldsboro deems it advisable and for the best interest of the City and those residing within its zoning jurisdiction that the Unified Development Ordinance be amended as herein below set forth;

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

1. That the Unified Development Ordinance of the City of Goldsboro, North Carolina Code of Ordinances, be and the same is hereby amended by changing:

**From Neighborhood Business (NB) to General Business (GB) with site plan approval required separately for development;**

**Z-15-19 Mary Sue Fallin – East side of Fallin Boulevard between N. Berkeley Boulevard and Central Heights Road**

**The Wayne County Tax Identification No. is 3529-04-5688. The property has frontage of 581 feet, an average depth of 633 feet and a total area of approximately 391,560 sq. feet or 8.989 acres**

2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section 2 of the Unified Development Ordinance.

3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

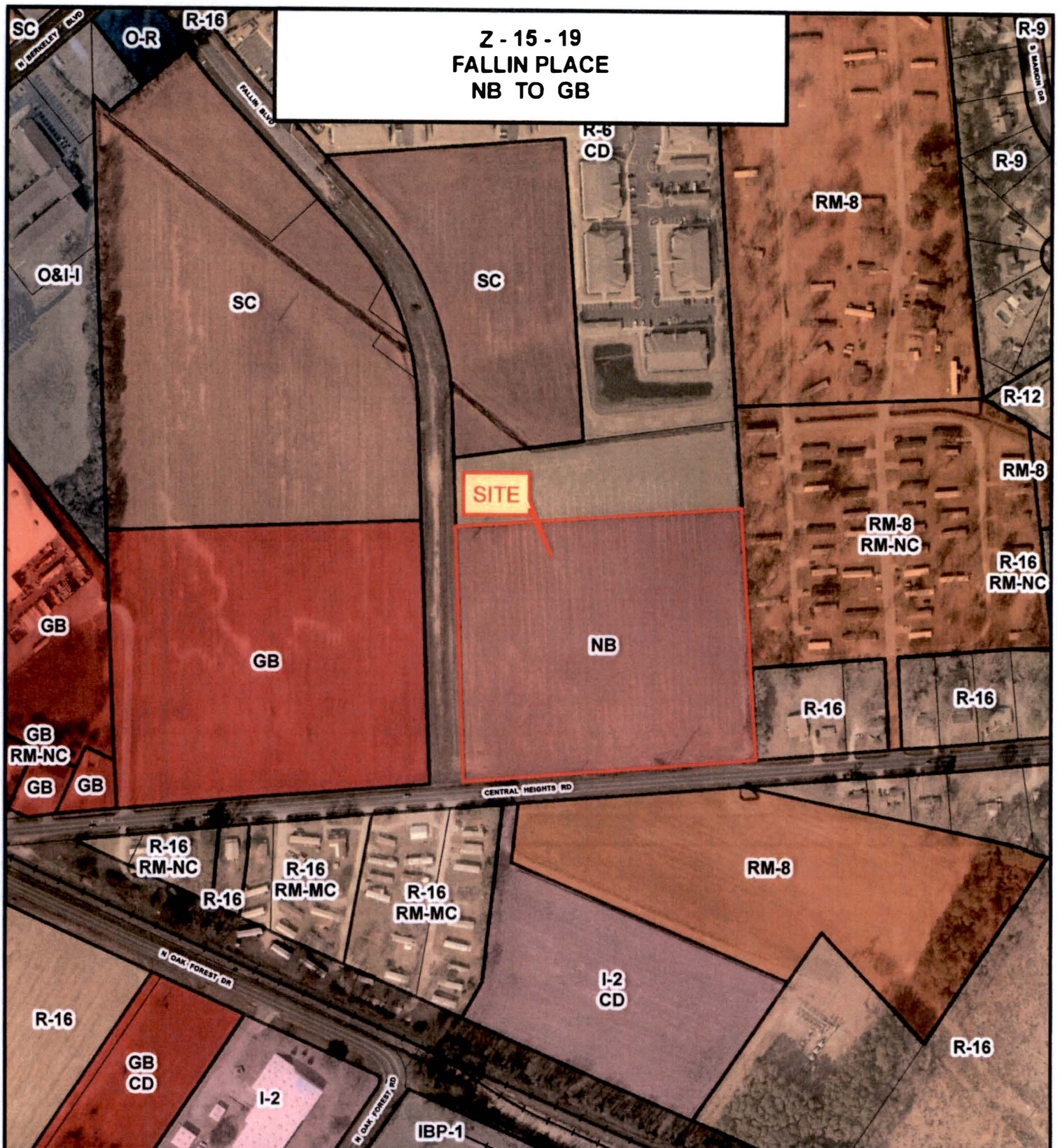
Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

Attested by:

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





### **REZONING REQUEST - EXISTING ZONING**

Owner: Mary Sue Fallin  
Request: NB to GB  
Project: Fallin Place  
Parcel #: 3529-04-5688  
Location: Fallin Blvd

300 150 0 300 Feet



**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**Z - 15 - 19  
FALLIN PLACE  
NB TO GB**



**REZONING REQUEST**

Owner: Mary Sue Fallin  
Request: NB to GB  
Project: Fallin Place  
Parcel #: 3529-04-5688  
Location: Fallin Blvd

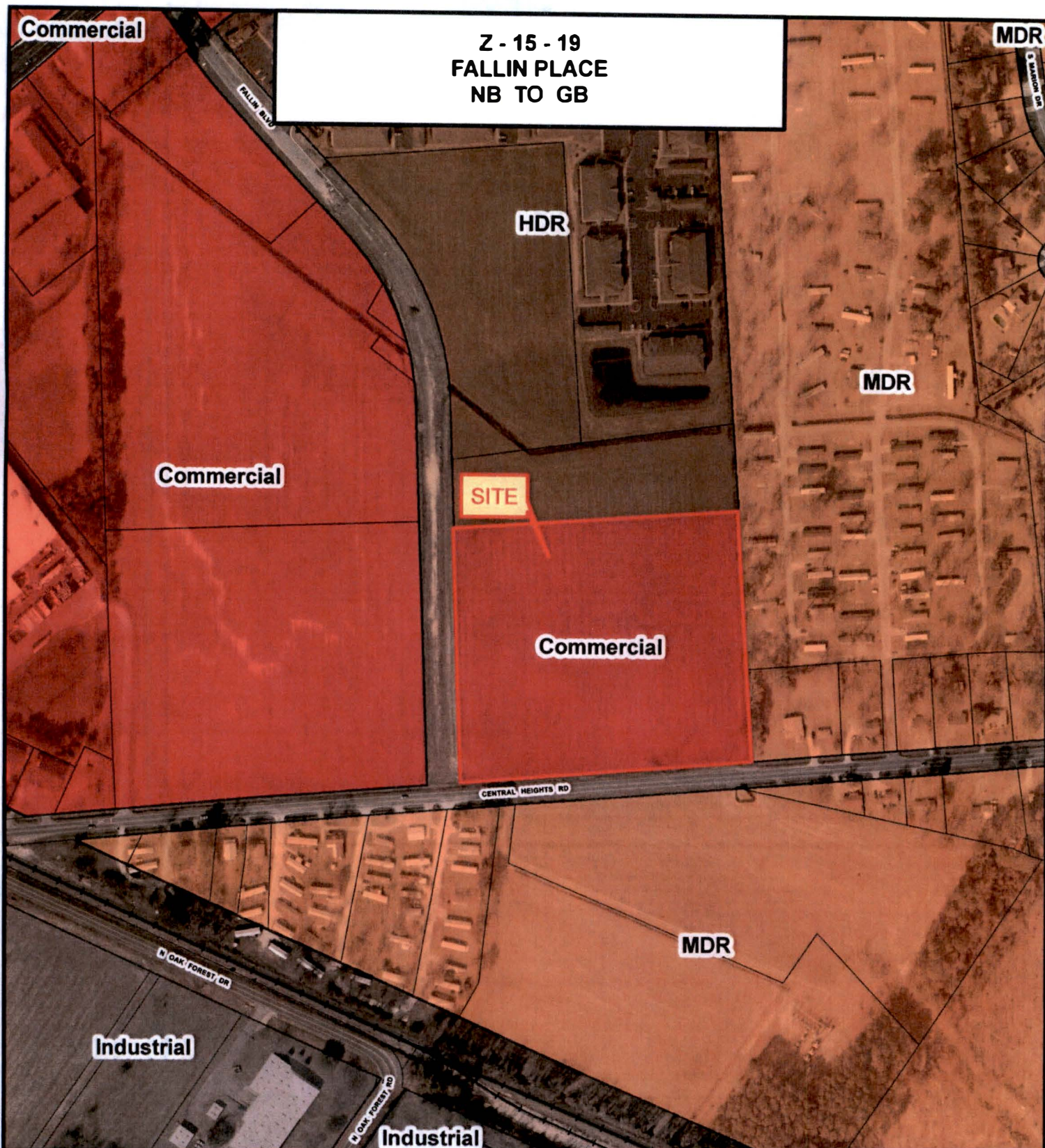
300 150 0 300 Feet



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### **REZONING REQUEST - PROPOSED ZONING**

Owner: Mary Sue Fallin  
Request: NB to GB  
Project: Fallin Place  
Parcel #: 3529-04-5688  
Location: Fallin Blvd

**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING**

**SUBJECT:** Site Plan Modification – Alex Economy Mobile Home Park

**BACKGROUND:** The property is located on the south side of Central Heights Road between Berkeley Boulevard and Thoroughfare Road.

Frontage: 297.65 ft. (Central Heights Road)

Area: 2.88 Acres

Zoning: R-16 Residential

The property was annexed in 1989. The site is currently occupied as a non-conforming 26-lot mobile home park.

**DISCUSSION:** North Carolina Department of Transportation will be realigning Central Heights Road at Berkeley Boulevard with Royall Avenue by shifting Central Heights Road to the north side of the Railroad. These improvements will also extend Fallin Boulevard to the South and Oak Forest Road to the North.

The extension of Oak Forest Road to the North results in right-a-way acquisition through the existing non-conforming mobile home park resulting in the loss of 15 units.

Because of the road improvements, the applicant is requesting the relocation of two existing mobile home units and the placement of a new mobile home within the non-conforming mobile home park.

Per the City's Unified Development Ordinance Section 5.6.10 Nonconforming Manufactured Home Parks and Section 5.3.3.3 Building Design Standards adopted April 4, 2005 the relocation of existing units and placement of a new mobile home would increase the nonconformity of the property.

The applicant is requesting the following modifications due to the road improvements:

1. Modification of Section 5.6.10 Nonconforming Manufactured Home Parks standards regarding nonconforming mobile home parks that have less than 80% occupancy rate shall

cease operation within 180 days and be brought into compliance with City zoning standards.

2. Modification of Section 5.3.3.3 Building Design Standards for the relocation of two existing units as follows:
  - a. Roof Pitch;
  - b. Exterior Siding;
  - c. Visible Rust;
  - d. Permanent Foundation; and
  - e. Placement along street frontage (parallel)
3. Modification of Section 5.3.3.3 Building Design Standards for the placement of a new mobile home as follows:
  - a. Permanent Foundation; and
  - b. Placement along street frontage (parallel)

The Planning Commission, at their meeting held on July 29, 2019, recommended approval of relocation of two mobile homes and placement of one new mobile home with modifications.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and approve the site plans for Alex Economy MHP with the following modifications:

1. Relocation of two mobile homes with the following modifications:
  - a) Modification of Section 5.6.10 Nonconforming Manufactured Home Parks standards regarding nonconforming mobile home parks that have less than 80% occupancy rate shall cease operation within 180 days and be brought into compliance with City zoning standards.
  - b) Modification of Section 5.3.3.3 Building Design Standards for the relocation of two existing units as follows:
    - 1) Roof Pitch;
    - 2) Exterior Siding;
    - 3) Visible Rust;
    - 4) Permanent Foundation; and
    - 5) Placement along street frontage (parallel)

2. Modification of Section 5.3.3.3 Building Design Standards for the placement of a new mobile home as follows:

- a. Permanent Foundation; and
- b. Placement along street frontage (parallel)

Date: 07/30/19

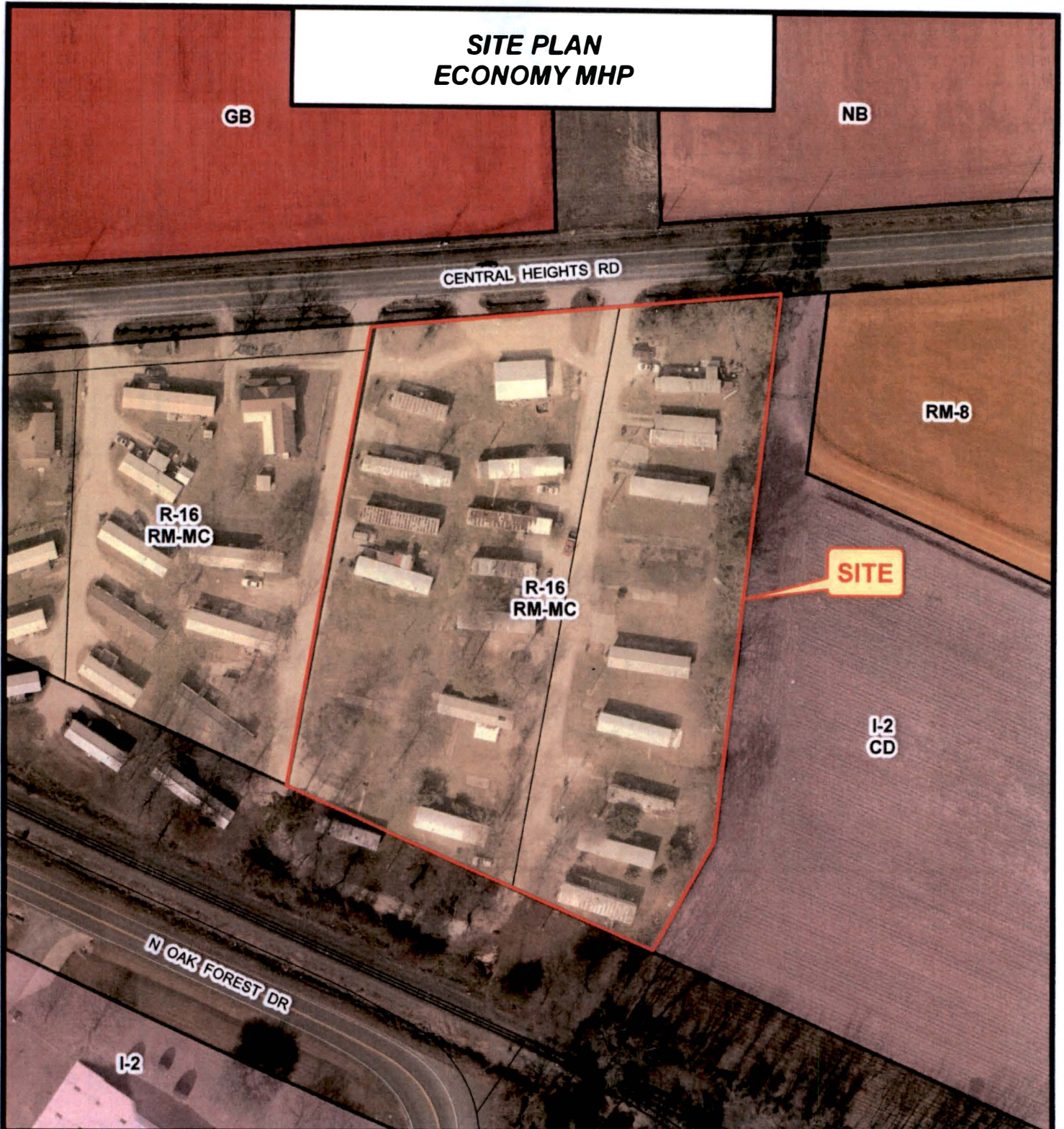
  
\_\_\_\_\_  
Planning Director

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

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



## SITE PLAN ECONOMY MHP



### SITE PLAN APPLICATION

**CASE NO:** SITE-13-19  
**REQUEST:** Relocation of Mobile Homes  
**APPLICANT:** Alex Economy  
**LOCATION:** 3114 Central Heights Rd



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100 50 0 100 Feet





## SITE PLAN ECONOMY MHP



### SITE PLAN APPLICATION

**CASE NO:** SITE-13-19  
**REQUEST:** Relocation of Mobile Homes  
**APPLICANT:** Alex Economy  
**LOCATION:** 3114 Central Heights Rd

**GOLDSBORO**  
BE MORE DO MORE SEYMOUR

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100 50 0 100 Feet



**CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING**

**SUBJECT:** S-6-19 Goldsboro Business Park (Preliminary Subdivision Plat)

**BACKGROUND:** The property is located on the east side of Patetown Road between Alpha Court and Industry Court.

Frontage: 493 ft. – Patetown Road (approx.)

Frontage: 418 ft. – Eleventh Street (approx.)

Area: 108.6 Acres

Total Lots: 17

Zoning: I-2 General Industrial

Areas in Lots

Lot No. 1:	4.00 Acres	Lot No. 10:	4.99 Acres
Lot No. 2:	5.00 Acres	Lot No. 11:	5.05 Acres
Lot No. 3:	5.63 Acres	Lot No. 12:	5.06 Acres
Lot No. 4:	5.01 Acres	Lot No. 13:	4.25 Acres
Lot No. 5:	4.99 Acres	Lot No. 14:	2.86 Acres
Lot No. 6:	4.99 Acres	Lot No. 15:	5.53 Acres
Lot No. 7:	5.01 Acres	Lot No. 16:	5.04 Acres
Lot No. 8:	5.00 Acres	Lot No. 17:	5.03 Acres
Lot No. 9:	5.08 Acres		

The property was rezoned from R-16 Residential to I-2 General Industry by City Council on July 16, 2018.

**DISCUSSION:** The submitted 17-lot preliminary subdivision plat shows two points of ingress and egress. Main entrance is located off Patetown Road with a secondary entrance located off Eleventh Street. Both entrance drives will contain 60 ft. right-of-ways with a 35 ft. wide paved surface.

Staff is working with the developer regarding Street names and streets will be designed in accordance with City and NCDOT standards. The developer shall obtained approval for entrance driveways through NCDOT and the City of Goldsboro.



Sidewalks are shown along one side of interior streets throughout the development. Sidewalks are not shown along Patetown Road or Eleventh Street and are not indicated as a recommended pedestrian facility on the 2040 Recommended Pedestrian Facilities Map. The developer is requesting a modification of the fee in lieu of sidewalk installation along Patetown Road and Eleventh Street in the amount of \$13,788.00.

Water and Sewer capacity is available to serve the subject property. An agreement is in place between the developer and the City of Goldsboro regarding extension of water and sewer lines to serve the property. Stormwater calculations for the site are being reviewed by the City's Engineering Department for compliance with the City's Stormwater Management requirements.


Required landscape buffers have been indicated on the preliminary subdivision plat. Street trees, Vehicular Surface Area landscaping and Buffering standards will be addressed by individual site plans for each lot at time of development.

The Planning Commission, at their meeting held on July 29, 2019, recommended approval of the 17-lot preliminary subdivision plat with a modification of the fee in lieu of sidewalk installation in the amount of \$13,788.00.

**RECOMMENDATION:** By motion, accept the recommendation of the Planning Commission and approve the 17-Lot Preliminary Subdivision Plat with the following modification:

1. Modification of the fee in lieu of sidewalk installation in the amount of \$13,788.00.

Date: 07/30/19

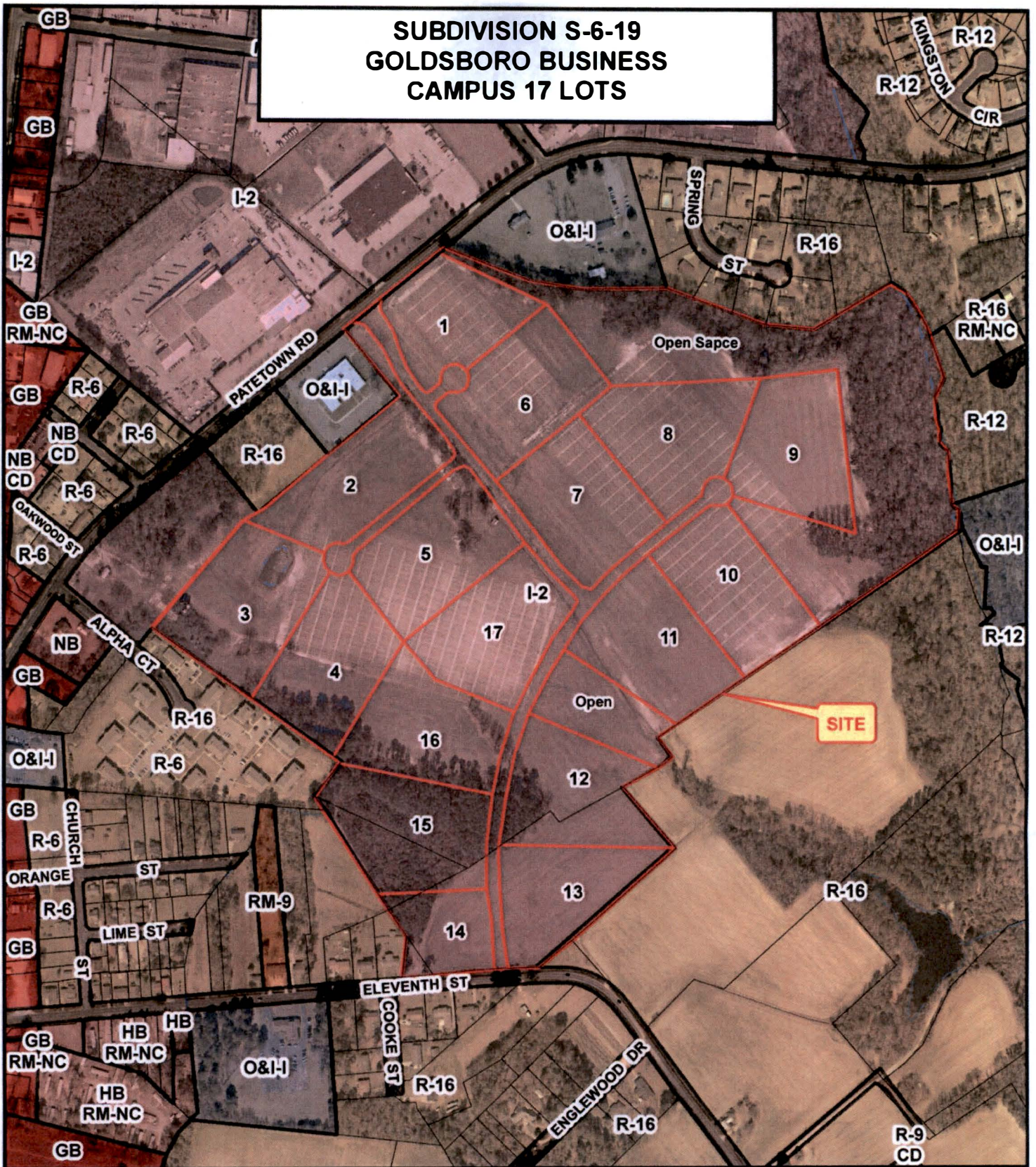
  
\_\_\_\_\_  
Planning Director

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

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



# **SUBDIVISION S-6-19 GOLDSBORO BUSINESS CAMPUS 17 LOTS**



## **SUBDIVISION APPLICATION**

Case No : S-6-19  
 Applicant : Wayne Co Development Alliance  
 Project: Goldsboro Business Campus (17 Lots)  
 Location : Patetown Road

500 250 0 500 Feet



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**SUBDIVISION S-6-19  
GOLDSBORO BUSINESS CAMPUS  
17 LOTS**



**SUBDIVISION APPLICATION**

Case No : S-6-19  
Applicant : Wayne Co Development Alliance  
Project: Goldsboro Business Campus (17 Lots)  
Location : Patetown Road

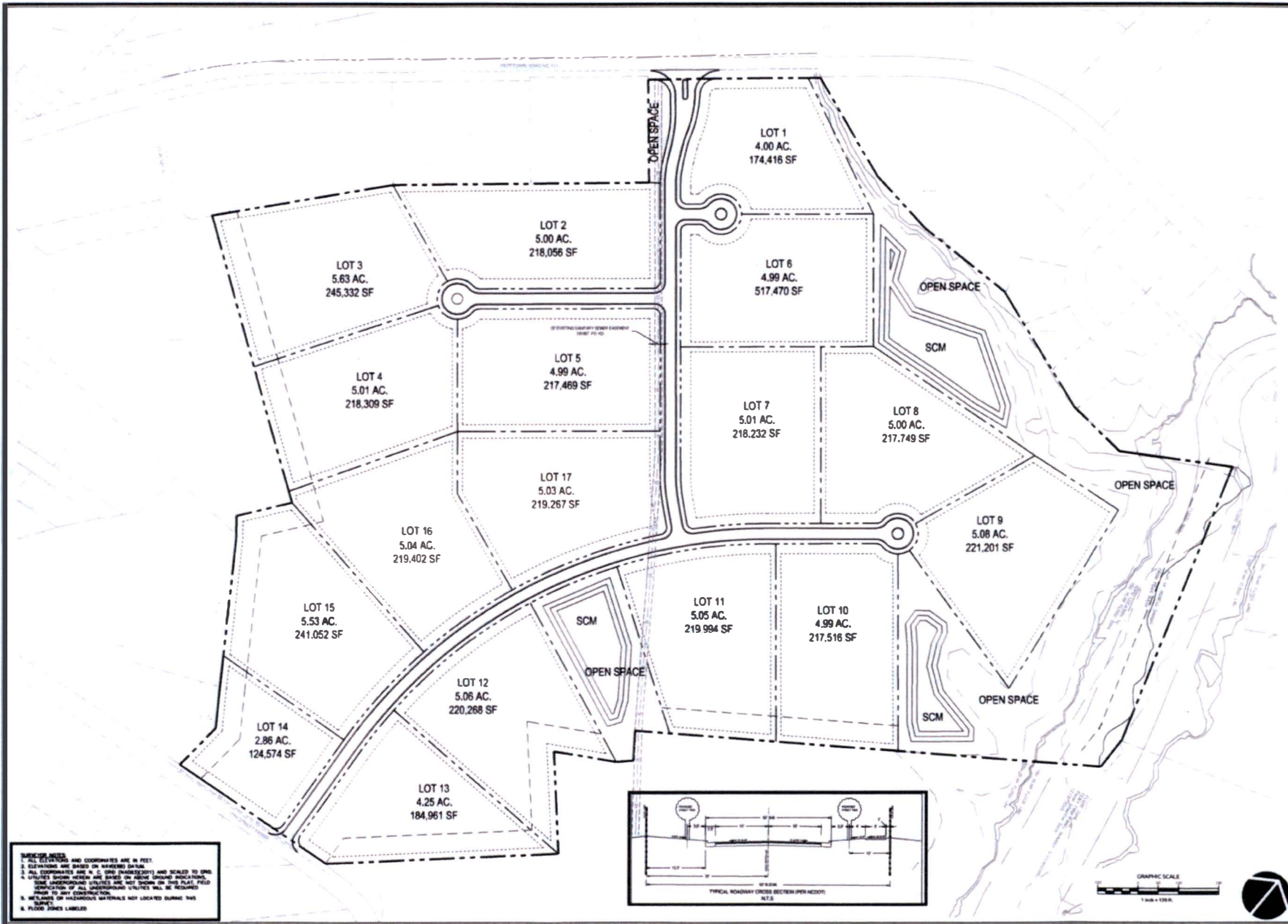


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500 250 0 500 Feet







**NOTES:**

1. ALL ELEVATIONS AND COORDINATES ARE IN FEET.
2. ELEVATIONS ARE BASED ON HATCHES ON MAP.
3. ALL COORDINATES ARE N. C. GRID (NAD83/2011) AND SCALED TO 1000.
4. UTILITIES SHOWN HEREIN ARE BASED ON AS-BUILT INDICATIONS. SOME UNDERGROUND UTILITIES ARE NOT SHOWN ON THIS PLAN. FIELD VERIFICATION OF ALL UNDERGROUND UTILITIES SHALL BE REQUIRED PRIOR TO ANY CONSTRUCTION.
5. WETLANDS OR HAZARDOUS MATERIALS NOT LOCATED DURING THIS SURVEY.
6. FLOOD ZONES LABELED.



Sheet No.	2 OF 6
Project No.	
Client	
Location	
Scale	
Date	
Drawn By	
Checked By	
Approved By	

CITY OF GOLDSBORO  
AGENDA MEMORANDUM  
AUGUST 5, 2019 COUNCIL MEETING

SUBJECT: Goldsboro/Wayne Transportation Authority Board Re-Appointment

BACKGROUND: On July 6, 2015, Mr. Bob Waller was appointed to serve his first term on the Goldsboro/Wayne Transportation Authority Board. Mr. Waller was reappointed on June 25, 2018. Mr. Waller's appointment expired June 25, 2019.

DISCUSSION: Resolution 1998-67, passed on October 5, 1998 states that members shall be appointed to serve one year terms and that members may be reappointed so long as no member serves six (6) consecutive years.

It is recommended that Mr. Bob Waller be reappointed to a fifth term expiring on August 5, 2020.

RECOMMENDATION: By motion, Council adopt the attached resolution re-appointing Bob Waller to the Goldsboro/Wayne Transportation Authority Board.

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

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

RESOLUTION NO. 2019-

RESOLUTION APPOINTING A MEMBER TO  
GOLDSBORO/WAYNE TRANSPORTATION AUTHORITY BOARD

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

WHEREAS, one vacancy will exist on the Goldsboro/Wayne Transportation Authority Board; and

WHEREAS, the following distinguished citizen has expressed a desire to be re-appointed to the Goldsboro/Wayne Transportation Authority Board;

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

1. The following individual is hereby appointed to the Goldsboro/Wayne Transportation Authority Board. The term shall expire on the date indicated:

**Goldsboro/Wayne Transportation Authority Board**

Fifth Term Appointee:

Bob Waller

Term Expires August 5, 2020

2. This Resolution shall be in full force and effect from and after this 5<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Mayor

Attested by:

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



## City of Goldsboro

P.O. Drawer A  
North Carolina  
27533-9701

*Office of the Mayor*

### ***36<sup>th</sup> ANNUAL NATIONAL NIGHT OUT PROCLAMATION***

**WHEREAS**, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime and drug prevention program on August 6, 2019 called "National Night Out"; and

**WHEREAS**, the "36<sup>th</sup> Annual National Night Out" provides a unique opportunity for the City of Goldsboro to join forces with thousands of other communities across the country in promoting cooperative, police-community crime and drug prevention efforts; and

**WHEREAS**, the City of Goldsboro plays a vital role in assisting the Goldsboro Police Department and Wayne County Sheriff's Department through joint crime and drug prevention efforts in the City and County and is supporting "National Night Out 2019" locally; and

**WHEREAS**, it is essential that all citizens of the City of Goldsboro be aware of the importance of crime prevention programs and the impact that their participation can have on reducing crime and drug abuse in Goldsboro and Wayne County; and

**WHEREAS**, police-community partnerships, neighborhood safety and awareness, and cooperation are important themes of the "National Night Out" program;


**NOW, THEREFORE** I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim Tuesday, August 6, 2019, as the

### ***36<sup>th</sup> ANNUAL NATIONAL NIGHT OUT***

in the City of Goldsboro, North Carolina, and do hereby call upon all citizens of the City of Goldsboro to join the National Association of Town Watch in supporting the "36<sup>th</sup> Annual National Night Out" on August 6, 2019.

**IN WITNESS, WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 5<sup>th</sup> day of August, 2019.



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