

**GOLDSBORO CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MAY 4, 2026**



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

1. Call to Order – 5:30 P.M.

Council Chambers

1.1 Invocation (Archbishop Slater, Fire Chaplain)

1.2 Pledge of Allegiance

2. Roll Call

3. Adoption of the Agenda

4. Recognitions and Presentations

4.1 Introduction of Deputy Police Chief Jason Adams

4.2 Teacher Appreciation Week Proclamation

4.3 Small Business Week Proclamation

4.4 Mental Health Awareness Month Proclamation

4.5 National Day of Prayer Proclamation

4.6 National Nurses Week Proclamation

4.7 Peace Officers Proclamation

4.8 Tourism Week Proclamation

5. Public Hearings

5.1 Annex-02-26 - Contiguous Annexation Petition – Stoney Creek (City Limits) –
Located on the south side of Royall Avenue between North Drive and Landmark Drive

6. Public Comment Period

7. Consent Agenda

7.1 Approval of a Three-Year Agreement with Microsoft for Office Software

7.2 Resolution Authorizing the Execution of Opioid Settlements

7.3 Accept Initial Bid and Authorize Finance to Advertise for Upset Bid for 622 Slaughter

Street to Maria G. Nunez Dominguez

7.4

Resolution authorizing the execution and delivery of an installment financing agreement to finance vehicles and equipment for FY26 with Pinnacle Bank pursuant to N.C.G.S. §160A-20.

8. Old Business

8.1 Consideration of Regional Wastewater Merger Option

9. New Business

9.1 Contract Award for the FY25-26 Pavement Preservation Program Formal Bid No. 2026-001

9.2 Approval of Contract Amendment with Bobbitt Service Solutions for Public Safety Building Improvements

9.3 Presentation of the City Manager's Recommended FY26-27 Budget

10. City Manager's Report

11. Mayor and Councilmembers' Comments

12. Closed Session (if necessary)

13. Adjournment

The City of Goldsboro will make reasonable accommodations for access to City services, programs, and activities, and will make special communication arrangements for persons with disabilities. Please call (919) 580-4330 by noon on the Thursday prior to the meeting to make arrangements.

TEACHER APPRECIATION WEEK PROCLAMATION

WHEREAS, the City of Goldsboro recognizes that teachers are essential to the strength, growth, and future success of our community by educating and inspiring the next generation of leaders, workers, and engaged citizens; and

WHEREAS, educators within the City of Goldsboro and Wayne County Public Schools dedicate their time, talent, and energy to fostering academic achievement, personal development, and lifelong learning for all students; and

WHEREAS, teachers consistently go above and beyond the classroom by preparing engaging instruction, supporting diverse learning needs, encouraging student success, and serving as mentors and role models; and

WHEREAS, the commitment, professionalism, and compassion of teachers contribute significantly to the well-being of students, families, and the broader Goldsboro community; and

WHEREAS, Teacher Appreciation Week provides an opportunity for the City of Goldsboro to publicly recognize and express sincere gratitude for the unwavering dedication and impact of educators; and

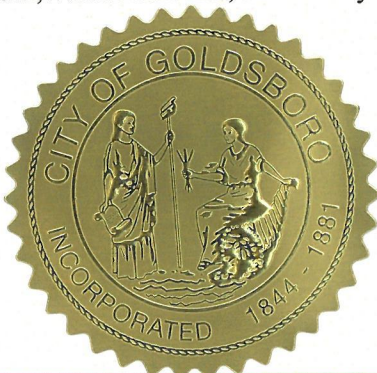
WHEREAS, the City of Goldsboro acknowledges that strong schools build strong communities, and strong teachers are the foundation of strong schools.

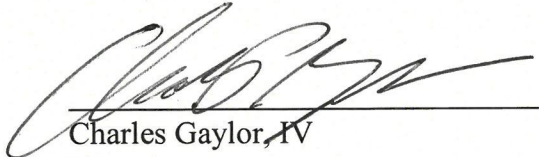
NOW, THEREFORE, BE IT PROCLAIMED, that the Goldsboro City Council hereby proclaims May 4–8, 2026, as

TEACHER APPRECIATION WEEK

in the City of Goldsboro and encourage all citizens to join in honoring and celebrating the educators who positively shape the lives of our children and the future of our community.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 4th day of May, 2026.





Charles Gaylor, IV
Mayor

**NATIONAL SMALL BUSINESS WEEK
PROCLAMATION**

WHEREAS, America’s progress has been driven by pioneers who think big, take risks, and work hard; and

WHEREAS, from the storefront shops that anchor Main Street, to the high-tech startups that keep America on the cutting edge, small businesses are the backbone of our economy and the cornerstones of our nation’s promise; and

WHEREAS, small business owners and Main Street businesses have energy and a passion for what they do; and

WHEREAS, when we support small businesses, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country’s 36 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, the President of the United States has proclaimed National Small Business Week every year since 1963 to highlight the programs and services available to entrepreneurs through the U.S. Small Business Administration and other government agencies; and

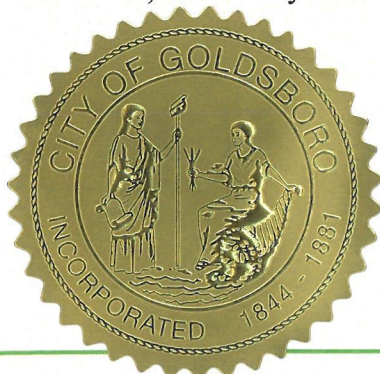
WHEREAS, Goldsboro supports and joins in this national effort to help America’s small businesses do what they do best – grow their business, create jobs, and ensure that our communities remain as vibrant tomorrow as they are today.

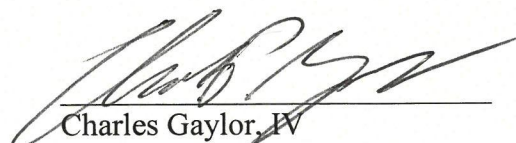
NOW, THEREFORE, BE IT PROCLAIMED, that the Goldsboro City Council hereby proclaims May 3 – May 9, 2026, as

NATIONAL SMALL BUSINESS WEEK

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

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 4th day of May, 2026.




Charles Gaylor, IV
Mayor

**MENTAL HEALTH MONTH
PROCLAMATION**

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

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

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

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

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

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

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

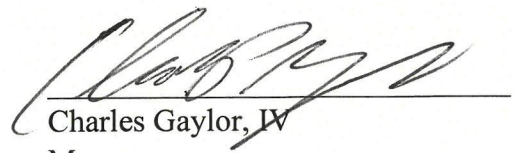
NOW, THEREFORE, BE IT PROCLAIMED, that the Goldsboro City Council hereby proclaims May 2026 as

MENTAL HEALTH MONTH

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this the 4th day of May, 2026.




Charles Gaylor, IV
Mayor

**NATIONAL DAY OF PRAYER
PROCLAMATION**

WHEREAS, the National Day of Prayer is an annual observance established by the United States Congress and signed into law by Harry S. Truman in 1952, designating a day for all Americans to turn to God in prayer and meditation; and

WHEREAS, the Ronald Reagan amended the law in 1988, setting the observance as the first Thursday in May each year, which in 2026 falls on May 7; and

WHEREAS, this day provides an opportunity for individuals of all faiths to come together in unity, reflection, and hope, seeking guidance, strength, and wisdom for our nation, our state, and our community; and

WHEREAS, the City of Goldsboro recognizes the rich diversity of faith traditions among its residents and respects the freedom of religion as a fundamental right; and

WHEREAS, prayer and reflection have long served as sources of comfort, inspiration, and renewal for individuals and communities during times of both challenge and celebration; and

WHEREAS, it is fitting to set aside a day for citizens to reflect on shared values of compassion, service, and mutual respect, and to seek the well-being of our community and nation.

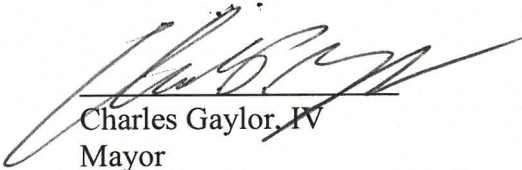
NOW, THEREFORE, BE IT PROCLAIMED, that the Goldsboro City Council hereby proclaims May 7, 2026, as

NATIONAL DAY OF PRAYER

in Goldsboro, North Carolina, and encourage all residents to observe this day in accordance with their own beliefs and traditions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Goldsboro to be affixed this 4th day of May, 2026.




Charles Gaylor, IV
Mayor

NATIONAL NURSES WEEK PROCLAMATION

WHEREAS, National Nurses Week is observed annually from May 6 through May 12, culminating on the birthday of Florence Nightingale, whose legacy continues to shape the nursing profession; and

WHEREAS, nurses play a critical role in safeguarding the health, safety, and well-being of individuals, families, and communities through compassionate, skilled, and evidence-based care; and

WHEREAS, nurses serve on the front lines of healthcare, demonstrating resilience, professionalism, and unwavering dedication in hospitals, clinics, schools, public health settings, and beyond; and

WHEREAS, the 2026 theme, “The Power of Nurses,” recognizes the profound impact nurses have on patient outcomes, healthcare systems, and the strength of our communities; and

WHEREAS, nurses are essential leaders, advocates, educators, and innovators who contribute to advancing healthcare equity, improving access to care, and shaping the future of medicine; and

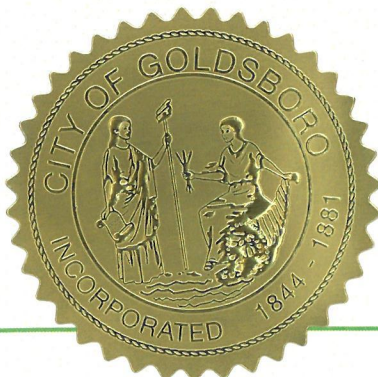
WHEREAS, it is fitting and proper to recognize the invaluable contributions and sacrifices of nurses, whose commitment improves lives and strengthens our community every day.

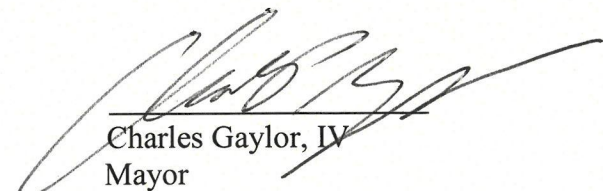
NOW, THEREFORE, BE IT PROCLAIMED that the Goldsboro City Council hereby proclaims May 6–12, 2026, as

NATIONAL NURSES WEEK

in the City of Goldsboro and encourages all residents to join in honoring and expressing gratitude to nurses for their dedication and service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Goldsboro to be affixed this 4th day of May, 2026.




Charles Gaylor, IV
Mayor

PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK PROCLAMATION

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

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

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

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

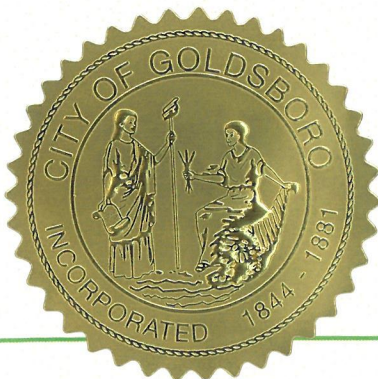
WHEREAS, the men and women of the law enforcement agency of the City of Goldsboro unceasingly provide a vital public service.

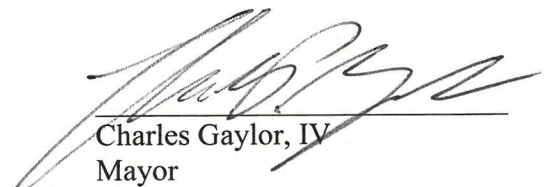
NOW, THEREFORE, BE IT PROCLAIMED that the Goldsboro City Council hereby proclaims the week of May 11- 17, 2026 as Police Week, and May 15, 2026, as

PEACE OFFICERS' MEMORIAL DAY

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

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 4th day of May, 2026.




Charles Gaylor, IV
Mayor

**NATIONAL TRAVEL AND TOURISM WEEK
PROCLAMATION**

WHEREAS, travel and tourism play a vital role in the economic prosperity, cultural enrichment, and overall quality of life in the City of Goldsboro; and

WHEREAS, the travel and tourism industry generates significant economic impact by supporting local businesses, creating jobs, and contributing to the City’s growth and development; and

WHEREAS, visitors to Goldsboro enjoy a rich blend of history, arts, dining, and community events that showcase the unique character and hospitality of our city; and

WHEREAS, National Travel and Tourism Week, to be observed May 3–9, 2026, highlights the importance of travel in strengthening our local economy and enhancing connections among residents and visitors alike; and

WHEREAS, the City of Goldsboro recognizes and appreciates the contributions of tourism professionals, local businesses, and community partners who work tirelessly to promote Goldsboro as a welcoming destination.

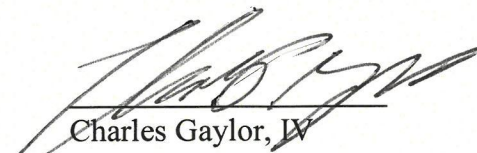
NOW, THEREFORE, BE IT PROCLAIMED, that the Goldsboro City Council hereby proclaims May 3–9, 2026, as

NATIONAL TRAVEL AND TOURISM WEEK

in the City of Goldsboro and encourage all residents and visitors to join in recognizing the importance of tourism and to explore and support the many attractions and businesses that make our community thrive.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Goldsboro to be affixed this 4th day of May, 2026.




Charles Gaylor, IV
Mayor

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Annex-02-26 - Contiguous Annexation Petition – Stoney Creek (City Limits)
– Located on the south side of Royall Avenue between North Drive and
Landmark Drive

DEPARTMENT: Planning

BACKGROUND:

Tax Parcel #s: 3519063209; 3519160064

Acreage: Approximately 51.427 acres

The City Council, at their meeting on April 13, 2026, scheduled a public hearing for the proposed annexation of the subject property. A public hearing notice was properly advertised stating the time, place, and purpose of the meeting for May 4, 2026.

DISCUSSION:

Pursuant to G.S. 160A-31, at the public hearing all persons owning property in the area proposed to be annexed, as well as the residents of the municipality, shall be given an opportunity to be heard on the pro-posed annexation.

If the Council determines that the proposed annexation meets all the requirements of G.S. 160A-31, it has the authority to adopt an annexation ordinance.

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

BUDGET RELATIONSHIP:

N/A

STRATEGIC PLAN RELATIONSHIP:

N/A

STAFF RECOMMENDATION:

Staff recommends that after the public hearing, the Council adopt the attached Ordinance annexing the subject property, effective May 4, 2026.

MANAGER'S RECOMMENDATION:

APPROVERS

Mark Helmer

April Choice

Kellianne Williams

Sakeithia Reece

Laura Getz

Matthew Livingston

ORDINANCE 2026 - 8

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

WHEREAS, after notice duly given in compliance with the pertinent provisions of Chapter 160A-31 of the General Statutes of North Carolina, a public hearing was held before the City Council of the City of Goldsboro, North Carolina, at a regular meeting held in the City Hall in Goldsboro on May 4, 2026 relative to the annexation of the contiguous real property hereinafter described to the City of Goldsboro; and

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

WHEREAS, after the completion of said public hearing, the City Council has determined that the Petition for Annexation meets the requirements of said Section 31 of Chapter 160A of the General Statutes of North Carolina, and has further determined, after due and careful deliberation, that it is for the best interest of the City of Goldsboro and its citizens that the contiguous real property proposed to be annexed be annexed to the City of Goldsboro; and

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

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

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

STONEY CREEK (CITY LIMITS):

(Annexation of 51.427-acre tract of Parcel Nos 3519063209; 3519160064;)

“Starting at a NCGS monument “SUTTON” having NAD 83 NC STATE PLANE GRID (1986) coordinates of Northing(Y)= 585,966.20’, Easting(X)= 2,320525.18’ as shown in Plat Cabinet N, Slide 3-E, recorded in the Wayne County Register of Deeds, thence a grid tie line, N 39° 22’ 24” W, 14,014.46 feet, to a railroad spike found in the centerline intersection of the Norfolk and Southern Railroad and Stoney Creek, thence, S 13° 20’ 33” W, 101.01 feet, to a point of Beginning on the Norfolk and Southern Railroad right of way, thence, with the railroad right of way, a new city limits line, N 77° 23’ 18” W, 1,958.48 feet to a point, thence, leaving the railroad right of way and along the existing city limits line, S 21° 43’ 59” W, 868.10 feet, to a point, the southern right of way line of Edgerton Street, thence along the existing city limits line, S 55° 18’ 04” E, 429.46 feet to a point, thence, along the existing city limits line, S 55° 18’ 04” E, 1,028.92 feet to a point in the City of Goldsboro 15 foot sanitary sewer easement as referenced in Deed Book 654, Page 523, recorded in the Wayne County Register of Deeds, thence, along the existing city limits line, S 55° 18’ 04” E, 285.67 feet to a point in Stoney Creek, thence, leaving the existing city limits line and following the courses of Stoney Creek, a new city limits line, N 31° 36’ 22” E, 286.31 feet to a point, thence, N 29° 46’ 24” E, 293.15 feet to a point, thence, N 32° 13’ 43” E, 191.77 feet to a point, thence, N 32° 45’ 29” E, 348.12 feet to a point, thence, N 24° 55’ 25” E, 123.07 feet to a point, thence, N 40° 08’ 20” E, 51.84 feet to a point, thence, N 25° 55’ 35” E, 80.82 feet to a point, thence, N 41° 07’ 13” E, 95.63 feet to a point, thence, N 13° 20’ 33” E, 115.14 feet to a point, thence, N 13° 20’ 33” E, 10.62 feet to a point on the Norfolk and Southern Railroad right of way, the point and place of beginning, containing 51.427 acres.”

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

1. The City of Goldsboro will provide commercial refuse service, fire, and police protection to the property; and
2. Water and sewer services to the subject annexation area will be provided by The City of Goldsboro; and
3. The annexed area herein above identified be added to and become a part of Electoral District 5; and
4. The boundaries of the six single-member electoral districts shall be modified and changed as shown on a map entitled "Official Election District Boundaries Map" adopted August 1, 2022; and
5. The Director of Planning is directed to prepare an official map showing the district boundaries and to file a copy of the official map in the Office of the City Clerk as required by G. S. 160A-22 and G. S. 160A-23. Further, the City Clerk shall forward a copy of the official map to the Wayne County Board of Elections; and
6. The effective date of annexation for the property under consideration is May 4, 2026.

This Ordinance shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

PETITION FOR ANNEXATION

Development/Annexation Name **Stoney Creek City Limits**

Proposed Use **Vacant**

Project location or address **Stoney Creek**

Property Identification Number(s) and Tax ID Number (s) for each parcel to which these guidelines will apply:

PIN# **3519063209; 3519160064;**

Total Acreage: **51.427** Frontage: _____ Depth: _____

Noncontiguous Contiguous Do you declare vested rights? Yes No

Site is Requesting Connection to City of Goldsboro: Water Sewer

APPLICANT INFORMATION

Name **City of Goldsboro**

Address **200 N Center St, Goldsboro, NC 27530**

Phone **919-580-4345** Email **Mhelmer@goldsboronc.gov**

DEVELOPER INFORMATION

Company Name _____ Contact Name _____

Address _____

Phone _____ Email _____

CONSULTANTING/ENGINEERING FIRM

Company Name _____ Contact Name _____

Address _____

Phone _____ Email _____

Unit Type/Unit Count (If Applicable)

Single-Family Homes: _____ | Multi Family - Townhouses: _____ - Condos/Apartments: _____

Are buildings multi-story with stacked units? Yes No

Building Square Footage of Non-Residential Space: _____

Projected market value at build-out (land & improvements): \$ _____

SIGNATURE BLOCK

(Paper copies and digital copies of all plans and applications required.)



I understand that the following documents are required to be submitted and acknowledged electronically via email to the Planning Administrative Assistant listed on the website at www.goldsboronc.gov/planning or they will not be able to send out my application for formal review.

- 1) Completed Application
- 2) Metes and bounds description of property to be annexed (Do not include a picture/snapshot of a deed. Include a word document of typed description)
- 3) Boundary survey of the property proposed to be annexed

In filing this plan as the property owner(s), I/we do hereby agree and firmly bind ourselves, my/our heirs, executors, administrators, successors, and assigns jointly and severally to construct all improvements and make all dedications as shown on this proposed plan as approved by the City.

I hereby designate _____ to serve as my agent regarding this application, to receive and respond to administrative comments, to resubmit plans on my behalf, and to represent me in any public meeting regarding this application.

I/we have read, acknowledge, and affirm that this project conforms to all application requirements applicable with the proposed development use.

Signature		Date	3/4/26
Signature		Date	

Application Fee: ~~\$200~~ (includes advertisement fee) Fee Type: Cash Check # _____ Credit Card

Application Number: **Annex-02-26** Date processed: **3-4-26** Initials: **HJ**

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

Date Submitted: 3-4-26


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

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

See Attached

3. We acknowledge that any zoning vested rights acquired pursuant to G. S. 160D-108 & 108.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, attach proof.)

<u>Name and Signature of Owner(s)</u>	<u>Address</u>	<u>Phone</u>
City of Goldsboro	PO Box A, Goldsboro, NC 27533	919-580-4362

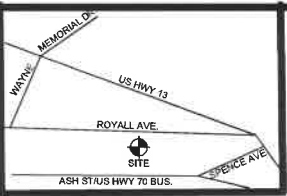


Contact Person: Mark Helmer Phone No. 919-580-4345

**ALL INFORMATION MUST BE LEGIBLE AND CORRECT.
THE LEGAL OWNER MUST SIGN THE PETITION.**

Preliminary Stoney Creek City Limits Annexation Description

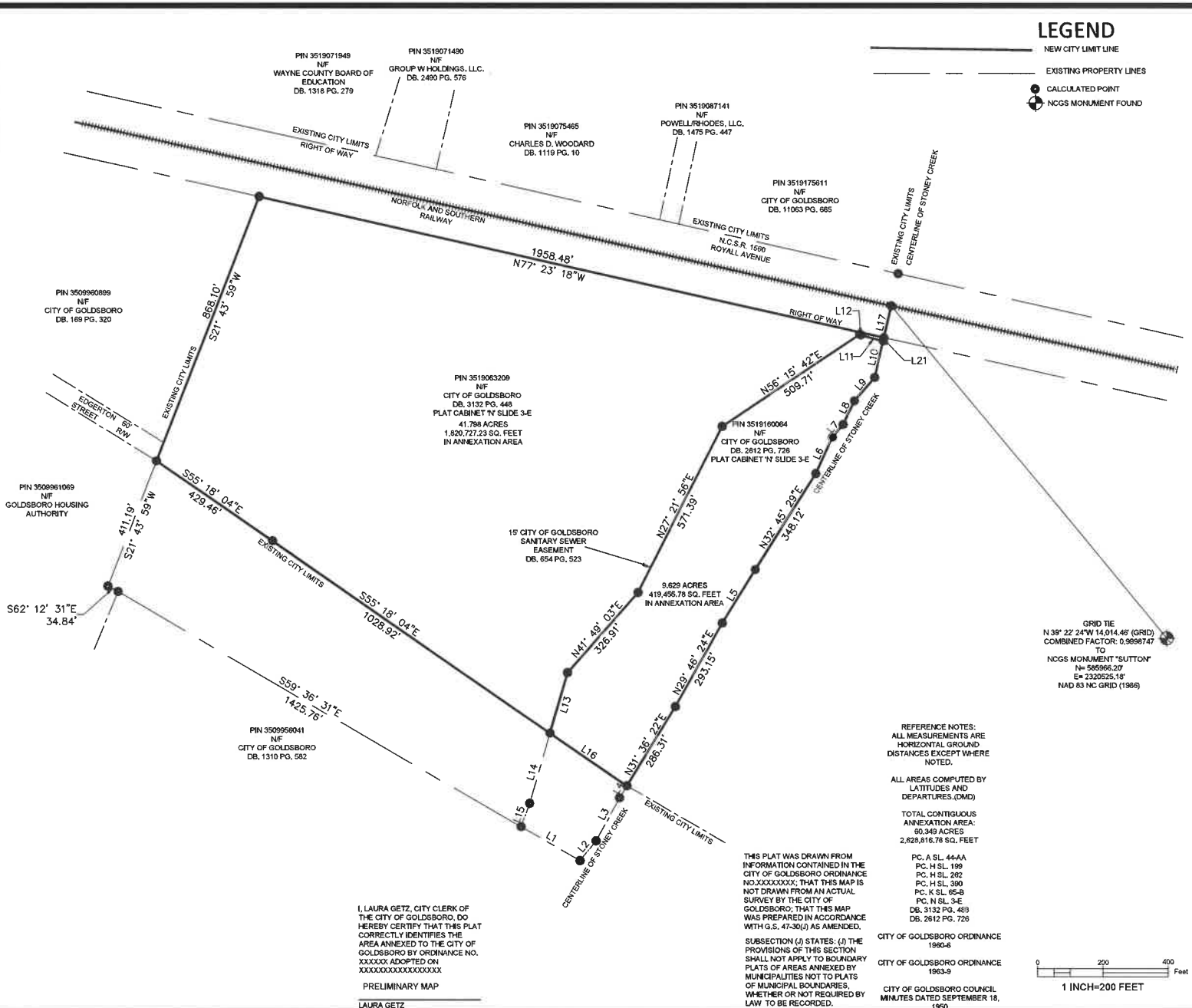
Starting at a NCGS monument "SUTTON" having NAD 83 NC STATE PLANE GRID (1986) coordinates of Northing(Y)= 585,966.20', Easting(X)= 2,320525.18' as shown in Plat Cabinet N, Slide 3-E, recorded in the Wayne County Register of Deeds, thence a grid tie line, N 39° 22' 24" W, 14,014.46 feet, to a railroad spike found in the centerline intersection of the Norfolk and Southern Railroad and Stoney Creek, thence, S 13° 20' 33" W, 101.01 feet, to a point of Beginning on the Norfolk and Southern Railroad right of way, thence, with the railroad right of way, a new city limits line, N 77° 23' 18" W, 1,958.48 feet to a point, thence, leaving the railroad right of way and along the existing city limits line, S 21° 43' 59" W, 868.10 feet, to a point, the southern right of way line of Edgerton Street, thence along the existing city limits line, S 55° 18' 04" E, 429.46 feet to a point, thence, along the existing city limits line, S 55° 18' 04" E, 1,028.92 feet to a point in the City of Goldsboro 15 foot sanitary sewer easement as referenced in Deed Book 654, Page 523, recorded in the Wayne County Register of Deeds, thence, along the existing city limits line, S 55° 18' 04" E, 285.67 feet to a point in Stoney Creek, thence, leaving the existing city limits line and following the courses of Stoney Creek, a new city limits line, N 31° 36' 22" E, 286.31 feet to a point, thence, N 29° 46' 24" E, 293.15 feet to a point, thence, N 32° 13' 43" E, 191.77 feet to a point, thence, N 32° 45' 29" E, 348.12 feet to a point, thence, N 24° 55' 25" E, 123.07 feet to a point, thence, N 40° 08' 20" E, 51.84 feet to a point, thence, N 25° 55' 35" E, 80.82 feet to a point, thence, N 41° 07' 13" E, 95.63 feet to a point, thence, N 13° 20' 33" E, 115.14 feet to a point, thence, N 13° 20' 33" E, 10.62 feet to a point on the Norfolk and Southern Railroad right of way, the point and place of beginning, containing 51.427 acres.



VICINITY MAP (NOT TO SCALE)



Line #	Length	Direction
L13	192.99	N16° 37' 24"E
L16	285.67	S55° 18' 04"E
L21	10.82	N13° 20' 33"E
L1	207.64	S59° 36' 31"E
L2	78.09	N38° 51' 26"E
L3	151.87	N29° 03' 14"E
L4	43.88	N31° 36' 22"E
L5	191.77	N32° 13' 43"E
L6	123.07	N24° 55' 25"E
L7	51.84	N40° 08' 20"E
L8	80.82	N25° 55' 35"E
L9	95.83	N41° 07' 13"E
L10	115.14	N13° 20' 33"E
L17	100.01	S13° 20' 33"W
L15	77.37	N19° 37' 57"E
L14	225.86	N18° 37' 24"E
L12	8.21	S64° 20' 42"E
L11	68.29	S75° 14' 01"E



LEGEND

- NEW CITY LIMIT LINE
- - - EXISTING PROPERTY LINES
- CALCULATED POINT
- ⊙ NCGS MONUMENT FOUND

GRID TIE
 N 38° 22' 24"W 14,014.45' (GRID)
 COMBINED FACTOR: 0.9898747
 TO
 NCGS MONUMENT "BUTTON"
 N= 585966.27
 E= 2320525.18
 NAD 83 NC GRID (1986)

REFERENCE NOTES:
 ALL MEASUREMENTS ARE HORIZONTAL GROUND DISTANCES EXCEPT WHERE NOTED.

ALL AREAS COMPUTED BY LATITUDES AND DEPARTURES (DMD)

TOTAL CONTIGUOUS ANNEXATION AREA: 60,349 ACRES
 2,828,816.78 SQ. FEET

PC, A SL, 44-AA
 PC, H SL, 199
 PC, H SL, 292
 PC, H SL, 390
 PC, K SL, 65-B
 PC, N SL, 3-E
 DB, 3132 PG, 463
 DB, 2812 PG, 726

CITY OF GOLDSBORO ORDINANCE 1960-6
 CITY OF GOLDSBORO ORDINANCE 1963-9
 CITY OF GOLDSBORO COUNCIL MINUTES DATED SEPTEMBER 18, 1950

THIS PLAT WAS DRAWN FROM INFORMATION CONTAINED IN THE CITY OF GOLDSBORO ORDINANCE NO. XXXXXXXX; THAT THIS MAP IS NOT DRAWN FROM AN ACTUAL SURVEY BY THE CITY OF GOLDSBORO; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30(j) AS AMENDED.

SUBSECTION (j) STATES: (1) THE PROVISIONS OF THIS SECTION SHALL NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES NOT TO PLATS OF MUNICIPAL BOUNDARIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.

I, LAURA GETZ, CITY CLERK OF THE CITY OF GOLDSBORO, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY IDENTIFIES THE AREA ANNEXED TO THE CITY OF GOLDSBORO BY ORDINANCE NO. XXXXXXXX ADOPTED ON XXXXXXXXXXXXXXXXXXXX

PRELIMINARY MAP
 LAURA GETZ



REV. NO.	REVISIONS	DATE	DRAWN BY: MER	FILE NAME: ANNEXATION MAP STONEY CREEK.dwg
REV.1	CHANGE AREA TO BE ANNEXED	01/20/26—MER	ANNEXATION MAP STONEY CREEK REVISION1.dwg	

PRELIMINARY MAP

MAP OF CONTIGUOUS ANNEXATION OF THE CITY OF GOLDSBORO

TERRITORY ANNEXED TO THE CITY OF GOLDSBORO BY ORDINANCE NO. XXXXXXXX, ADOPTED BY THE CITY COUNCIL ON XXXXXXXX AND EFFECTIVE ON XXXXXXXX.

GOLDSBORO TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA
 PROJECT NO. - 2025-01 SHEET NO. 1 OF 1 JANUARY 20, 2026

CERTIFICATE OF SUFFICIENCY

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

I, Laura Getz, duly appointed City Clerk of the City of Goldsboro, do hereby certify that, pursuant to directions given to me, by you, the sufficiency of the Petition for Annexation of Contiguous Real Property to the City of Goldsboro, North Carolina, identified by Wayne County PIN # 3519063209 and 3519160064 has been investigated. Such petition being dated November 17, 2025, executed by the City of Goldsboro (Mark Helmer, Planning Services Manager) PO Box A, Goldsboro, NC 27533 and filed with the City Council on March 2, 2026, and that as a result of such investigation, I find such Petition sufficient and in compliance with the provisions of General Statute 160A-31.

Witness my Hand and the Seal of the City of Goldsboro, North Carolina, this the 9th day of March, 2026.



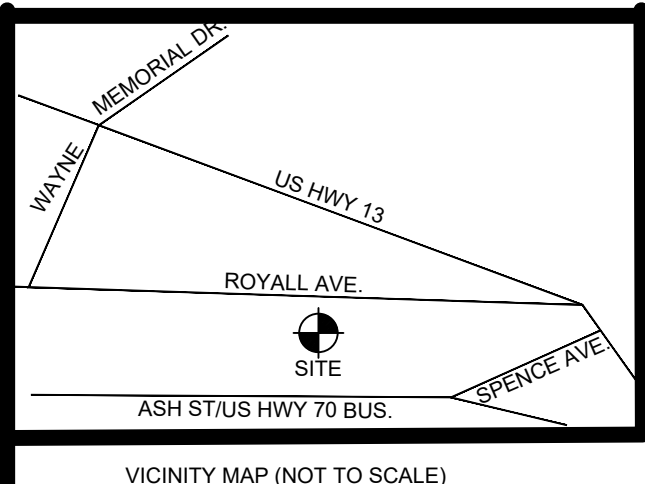
Laura Getz

City Clerk

City of Goldsboro, North Carolina

Preliminary Stoney Creek City Limits Annexation Description

Starting at a NCGS monument "SUTTON" having NAD 83 NC STATE PLANE GRID (1986) coordinates of Northing(Y)= 585,966.20', Easting(X)= 2,320525.18' as shown in Plat Cabinet N, Slide 3-E, recorded in the Wayne County Register of Deeds, thence a grid tie line, N 39° 22' 24" W, 14,014.46 feet, to a railroad spike found in the centerline intersection of the Norfolk and Southern Railroad and Stoney Creek, thence, S 13° 20' 33" W, 101.01 feet, to a point of Beginning on the Norfolk and Southern Railroad right of way, thence, with the railroad right of way, a new city limits line, N 77° 23' 18" W, 1,958.48 feet to a point, thence, leaving the railroad right of way and along the existing city limits line, S 21° 43' 59" W, 868.10 feet, to a point, the southern right of way line of Edgerton Street, thence along the existing city limits line, S 55° 18' 04" E, 429.46 feet to a point, thence, along the existing city limits line, S 55° 18' 04" E, 1,028.92 feet to a point in the City of Goldsboro 15 foot sanitary sewer easement as referenced in Deed Book 654, Page 523, recorded in the Wayne County Register of Deeds, thence, along the existing city limits line, S 55° 18' 04" E, 285.67 feet to a point in Stoney Creek, thence, leaving the existing city limits line and following the courses of Stoney Creek, a new city limits line, N 31° 36' 22" E, 286.31 feet to a point, thence, N 29° 46' 24" E, 293.15 feet to a point, thence, N 32° 13' 43" E, 191.77 feet to a point, thence, N 32° 45' 29" E, 348.12 feet to a point, thence, N 24° 55' 25" E, 123.07 feet to a point, thence, N 40° 08' 20" E, 51.84 feet to a point, thence, N 25° 55' 35" E, 80.82 feet to a point, thence, N 41° 07' 13" E, 95.63 feet to a point, thence, N 13° 20' 33" E, 115.14 feet to a point, thence, N 13° 20' 33" E, 10.62 feet to a point on the Norfolk and Southern Railroad right of way, the point and place of beginning, containing 51.427 acres.



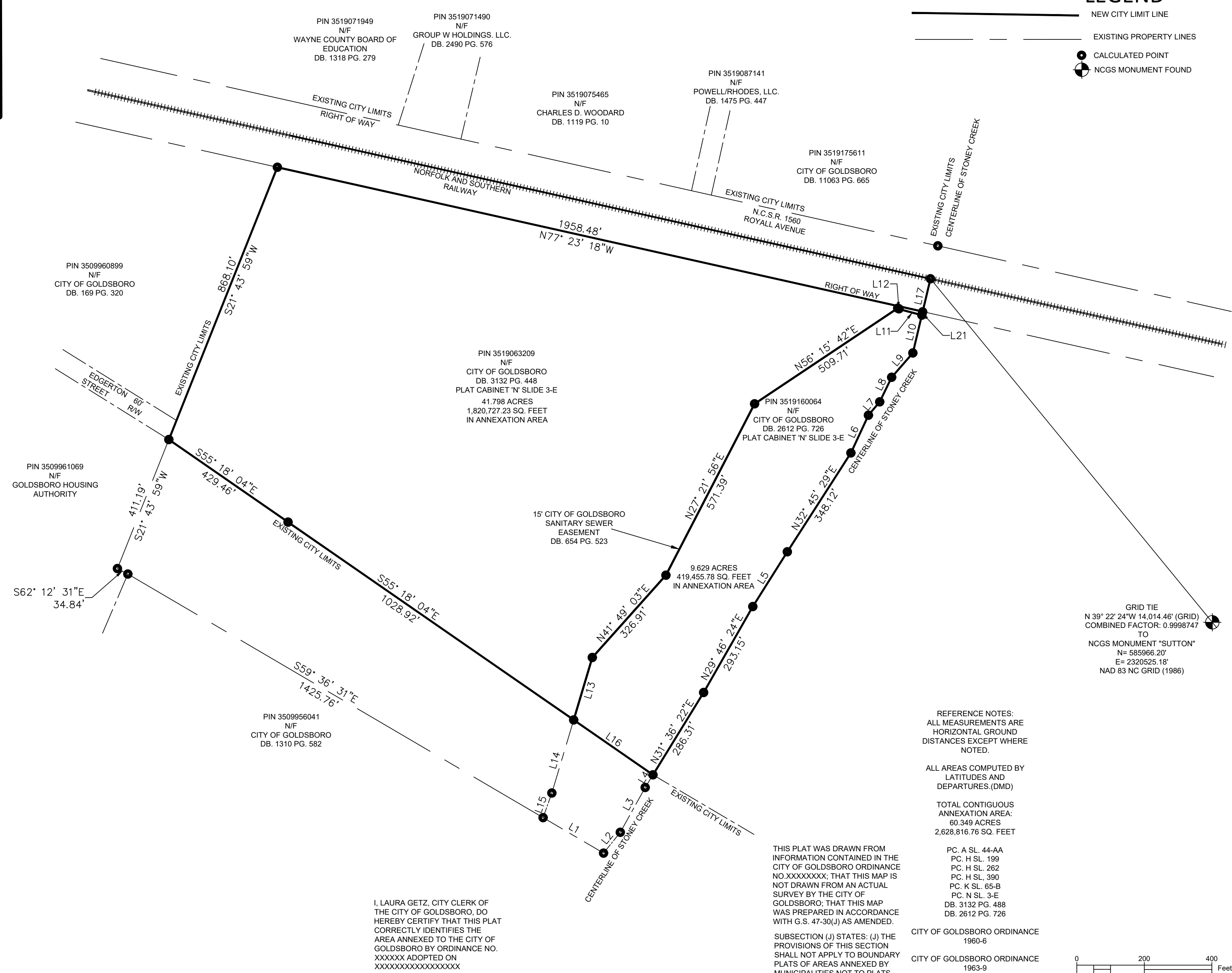
VICINITY MAP (NOT TO SCALE)



NAD 83-NC GRID (1986)
PC-N SL. 3-E

LEGEND

- NEW CITY LIMIT LINE
- EXISTING PROPERTY LINES
- CALCULATED POINT
- NCGS MONUMENT FOUND



Line #	Length	Direction
L13	192.99	N16° 37' 24"E
L16	285.67	S55° 18' 04"E
L21	10.62	N13° 20' 33"E
L1	207.64	S59° 36' 31"E
L2	79.09	N38° 51' 26"E
L3	151.87	N29° 03' 14"E
L4	43.88	N31° 36' 22"E
L5	191.77	N32° 13' 43"E
L6	123.07	N24° 55' 25"E
L7	51.84	N40° 08' 20"E
L8	80.82	N25° 55' 35"E
L9	95.63	N41° 07' 13"E
L10	115.14	N13° 20' 33"E
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L15	77.37	N19° 37' 57"E
L14	225.86	N16° 37' 24"E
L12	8.21	S64° 20' 42"E
L11	66.29	S75° 14' 01"E

PIN 3509960899
N/F
CITY OF GOLDSBORO
DB. 169 PG. 320

PIN 3509961069
N/F
GOLDSBORO HOUSING
AUTHORITY

PIN 3509956041
N/F
CITY OF GOLDSBORO
DB. 1310 PG. 582

PIN 3519071949
N/F
WAYNE COUNTY BOARD OF
EDUCATION
DB. 1318 PG. 279

PIN 3519071490
N/F
GROUP W HOLDINGS, LLC.
DB. 2490 PG. 576

PIN 3519075465
N/F
CHARLES D. WOODARD
DB. 1119 PG. 10

PIN 3519087141
N/F
POWELL/RHODES, LLC.
DB. 1475 PG. 447

PIN 3519175611
N/F
CITY OF GOLDSBORO
DB. 11063 PG. 665

PIN 3519063209
N/F
CITY OF GOLDSBORO
DB. 3132 PG. 448
PLAT CABINET 'N' SLIDE 3-E
41.798 ACRES
1,820,727.23 SQ. FEET
IN ANNEXATION AREA

PIN 3519160064
N/F
CITY OF GOLDSBORO
DB. 2612 PG. 726
PLAT CABINET 'N' SLIDE 3-E

15' CITY OF GOLDSBORO
SANITARY SEWER
EASEMENT
DB. 654 PG. 523

9.629 ACRES
419,455.78 SQ. FEET
IN ANNEXATION AREA

GRID TIE
N 39° 22' 24"W 14,014.46' (GRID)
COMBINED FACTOR: 0.9998747
TO
NCGS MONUMENT "SUTTON"
N= 585966.20'
E= 2320525.18'
NAD 83 NC GRID (1986)

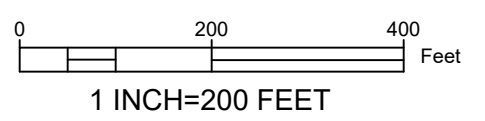
REFERENCE NOTES:
ALL MEASUREMENTS ARE
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ALL AREAS COMPUTED BY
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TOTAL CONTIGUOUS
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PC. H SL. 199
PC. H SL. 262
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PC. N SL. 3-E
DB. 3132 PG. 488
DB. 2612 PG. 726

CITY OF GOLDSBORO ORDINANCE
1960-6
CITY OF GOLDSBORO ORDINANCE
1963-9
CITY OF GOLDSBORO COUNCIL
MINUTES DATED SEPTEMBER 18,
1950



1 INCH=200 FEET

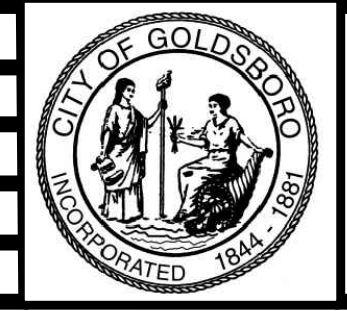
I, LAURA GETZ, CITY CLERK OF
THE CITY OF GOLDSBORO, DO
HEREBY CERTIFY THAT THIS PLAT
CORRECTLY IDENTIFIES THE
AREA ANNEXED TO THE CITY OF
GOLDSBORO BY ORDINANCE NO.
XXXXXX ADOPTED ON
XXXXXXXXXXXXXXXXXXXX

PRELIMINARY MAP
LAURA GETZ

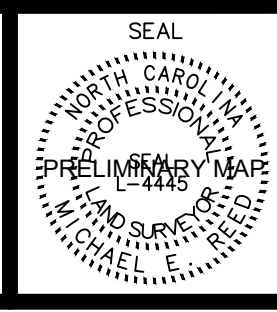
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INFORMATION CONTAINED IN THE
CITY OF GOLDSBORO ORDINANCE
NO. XXXXXXXX; THAT THIS MAP IS
NOT DRAWN FROM AN ACTUAL
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WAS PREPARED IN ACCORDANCE
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SUBSECTION (J) STATES: (J) THE
PROVISIONS OF THIS SECTION
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PLATS OF AREAS ANNEXED BY
MUNICIPALITIES NOT TO PLATS
OF MUNICIPAL BOUNDARIES,
WHETHER OR NOT REQUIRED BY
LAW TO BE RECORDED.

REV. NO.	REVISIONS	DATE	DRAWN BY: MER	FILE NAME: ANNEXATION MAP STONEY CREEK.dwg
REV.1	CHANGE AREA TO BE ANNEXED	01/20/26---MER		ANNEXATION MAP STONEY CREEK REVISION1.dwg



PRELIMINARY MAP

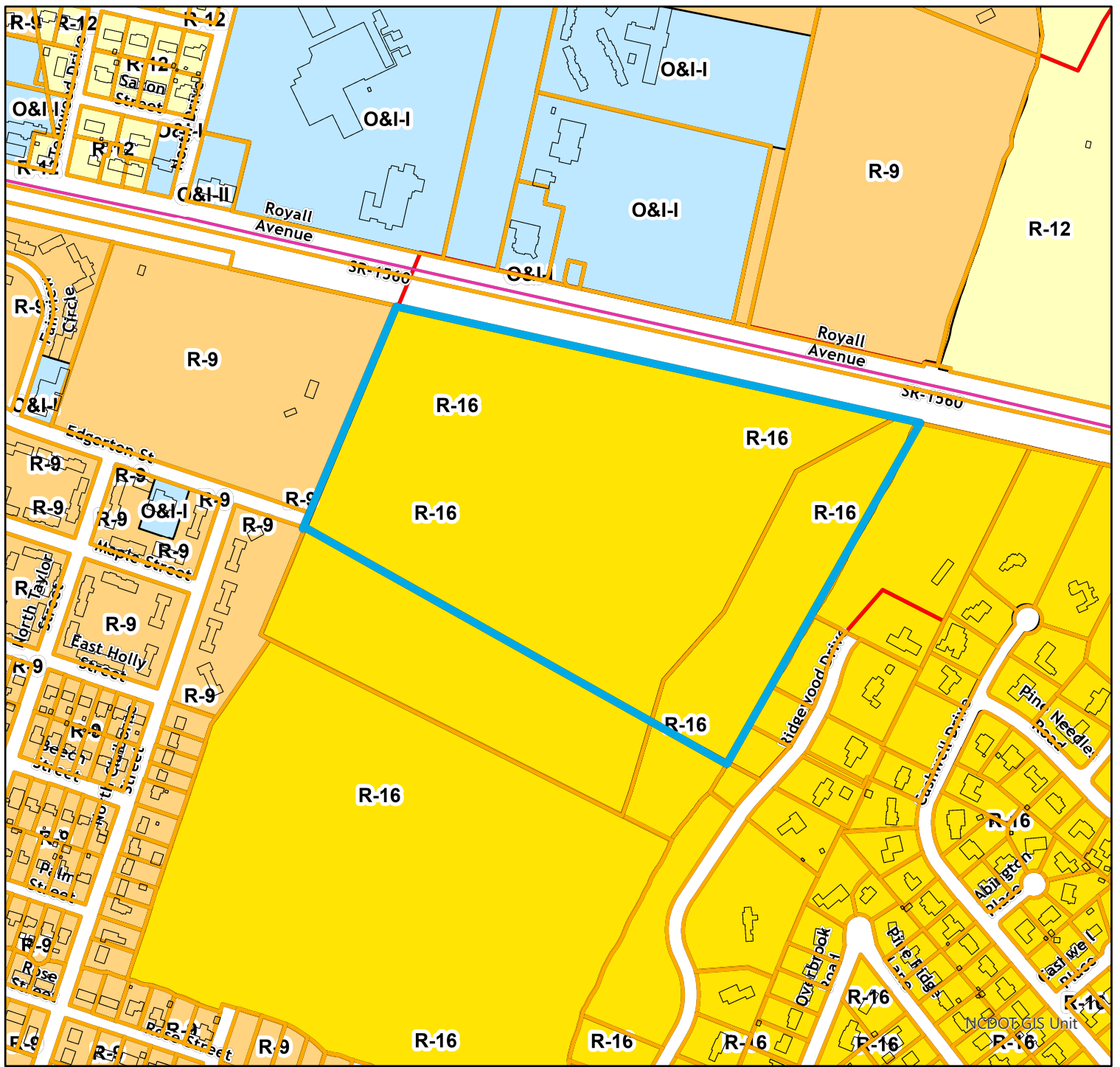


PRELIMINARY MAP
MAP OF CONTIGUOUS ANNEXATION OF THE CITY OF GOLDSBORO

TERRITORY ANNEXED TO THE CITY OF GOLDSBORO BY ORDINANCE NO. XXXXXX,
ADOPTED BY THE CITY COUNCIL ON XXXXXXXX AND EFFECTIVE ON XXXXXXXX

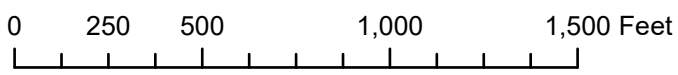
GOLDSBORO TOWNSHIP, WAYNE COUNTY, NORTH CAROLINA

PROJECT NO. - 2025-01 SHEET NO. 1 OF 1 JANUARY 20, 2026



Case Number: Annex-02-26
Request: Annexation of City owned property
Owner: City of Goldsboro
Location: South side of Royall Avenue between North Drive and Landmark Drive
Tax Parcel #s: 3519063209; 3519160064
Acreage: Approximately 51.427 acres

CURRENT ZONING			
	O&I-II		RM-8
	O-R		RM-9
	R-12		SC
	R-12SF		GB-CZ
	R-16		PUD
	R-20		HB/OI-1
	R-20A		M
	R-40		NB-CZ
	R-6		I-2CZ
	R-9		
	R-9SF		
	O&I-I		



Adjacent Property Owners of
ANX-03-25

PIN	Owner Name	Owner Address	City	City	State
3509956041	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3509960899	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3509961069	GOLDSBORO HOUSING AUTHORITY	PO BOX 1403	GOLDSBORO	NC	27533-1403
3519073254	GROUP W HOLDINGS LLC	PO BOX 10273	GOLDSBORO	NC	27532-0273
3509975858	WAYNE COUNTY BOARD OF EDUCATION	2001 ROYAL AVENUE	GOLDSBORO	NC	27533-1797
3519059339	ROUSE CHARLES CLINTON	228 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519063209	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3519160064	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3519160064	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3519165297	MAXWELL JAMES LOUIS III & W GI	PO BOX 10009	GOLDSBORO	NC	27532-0009
3519150521	SEEGARS BENJAMIN W & W REBECCA	230 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
2599669999	NORTH CAROLINA RAILROAD CO	%DANIEL HALLORAN	RALEIGH	NC	27604-1000
3519151604	BRYAN BYRON R ETAL	232 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519153404	BRYAN BYRON R ETAL	232 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519063209	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3519046705	WORRELL ADRIAN	216 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519165297	MAXWELL JAMES LOUIS III & W GI	PO BOX 10009	GOLDSBORO	NC	27532-0009
3519049996	WORRELL ADRIAN	216 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519151254	ROUSE CHARLES CLINTON	228 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519152358	SEEGARS BENJAMIN W & W REBECCA	230 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519153541	BRYAN BYRON R ETAL	232 RIDGEWOOD DR	GOLDSBORO	NC	27534-7505
3519071949	WAYNE COUNTY BOARD OF EDUCATION	2001 ROYAL AVENUE	GOLDSBORO	NC	27533-1797
3519274504	MJC FARMS LLC	PO BOX 127	GOLDSBORO	NC	27533-0127
3519175611	CITY OF GOLDSBORO	PO BOX A	GOLDSBORO	NC	27533-9701
3519154733	BORDEN WILLIAM L JR	4724 LAKEMONT DR	RALEIGH	NC	27609-5950
3519152804	BORDEN WILLIAM L JR	4724 LAKEMONT DR	RALEIGH	NC	27609-5950
3519087141	POWELL/RHOADES LLC	150 MOYE CT	ROCKY MOUNT	NC	27803-1448
3509859650	YAFAI FATEH	PO BOX 11506	GOLDSBORO	NC	27532-1506
3519075465	WOODARD CHARLES D	%SKILL CREATIONS INC	GOLDSBORO	NC	27533-1664
3519071490	GROUP W HOLDINGS LLC	PO BOX 10273	GOLDSBORO	NC	27532-0273

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

Notice is hereby given that, in compliance with Section 160A-31 of the General Statutes of North Carolina, there will be a public hearing before the City Council of the City of Goldsboro, North Carolina, at its regular meeting in the Council Chambers, City Hall on **Monday, May 4, 2026, at 5:30 p. m.** relative to the annexation of the real contiguous property hereinafter described to the City of Goldsboro.

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

STONEY CREEK (CITY LIMITS):

(Annexation of 51.427 -acre tract of Parcel Nos 3519063209; 3519160064)

“Starting at a NCGS monument “SUTTON” having NAD 83 NC STATE PLANE GRID (1986) coordinates of Northing(Y)= 585,966.20’, Easting(X)= 2,320525.18’ as shown in Plat Cabinet N, Slide 3-E, recorded in the Wayne County Register of Deeds, thence a grid tie line, N 39° 22’ 24” W, 14,014.46 feet, to a railroad spike found in the centerline intersection of the Norfolk and Southern Railroad and Stoney Creek, thence, S 13° 20’ 33” W, 101.01 feet, to a point of Beginning on the Norfolk and Southern Railroad right of way, thence, with the railroad right of way, a new city limits line, N 77° 23’ 18” W, 1,958.48 feet to a point, thence, leaving the railroad right of way and along the existing city limits line, S 21° 43’ 59” W, 868.10 feet, to a point, the southern right of way line of Edgerton Street, thence along the existing city limits line, S 55° 18’ 04” E, 429.46 feet to a point, thence, along the existing city limits line, S 55° 18’ 04” E, 1,028.92 feet to a point in the City of Goldsboro 15 foot sanitary sewer easement as referenced in Deed Book 654, Page 523, recorded in the Wayne County Register of Deeds, thence, along the existing city limits line, S 55° 18’ 04” E, 285.67 feet to a point in Stoney Creek, thence, leaving the existing city limits line and following the courses of Stoney Creek, a new city limits line, N 31° 36’ 22” E, 286.31 feet to a point, thence, N 29° 46’ 24” E, 293.15 feet to a point, thence, N 32° 13’ 43” E, 191.77 feet to a point, thence, N 32° 45’ 29” E, 348.12 feet to a point, thence, N 24° 55’ 25” E, 123.07 feet to a point, thence, N 40° 08’ 20” E, 51.84 feet to a point, thence, N 25° 55’ 35” E, 80.82 feet to a point, thence, N 41° 07’ 13” E, 95.63 feet to a point, thence, N 13° 20’ 33” E, 115.14 feet to a point, thence, N 13° 20’ 33” E, 10.62 feet to a point on the Norfolk and Southern Railroad right of way, the point and place of beginning, containing 51.427 acres.”

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

PUBLISH: April 19, 2026



PLANNING DEPARTMENT
Mark E. Helmer, AICP, Planning Services Manager

ADJOINING PROPERTY OWNERS CERTIFICATION

I, Mark E. Helmer, hereby certify that the property owner and adjacent property owners of the following petition, Annex-02-26, were notified by certified mail on 04-16-26.

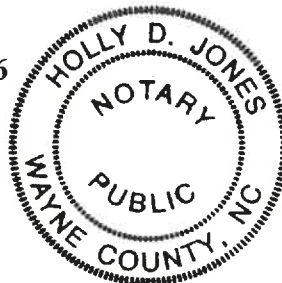
Mark E. Helmer
Signature

Wayne County, North Carolina

I, Holly D Jones, Notary Public for Wayne County and State of North Carolina do hereby certify that Mark E. Helmer personally appeared before me on this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the

16th day of April, 2026

Holly D Jones
Notary Public Name



My Commission expires on July 29, 2026
(Seal)

Ms. Sharon Blount, 701 W. Walnut St. Goldsboro, NC May 4, 2026

- Became a member of the Goldsboro/Wayne County Homeowners Coalition while concurrently applying to Rebuild NC for a new home, resultant of Hurricane Matthew and Florence damage.
- **New home completed (3 bed/2 bath, \$300,000) with COA on/about 4/25/2025, received keys 5/27/2025.**
- Approx. 3 months later gray water flooded master bath and floor.
- Approx. 2-3 months flooding occurrence
- Approx. 2-3 months flooding occurrence with foul odor with brown puddle bordering each of property and street.
- Homeowner receives bill for \$1,200.00 from Engineering Property Technician
- **Deputy Director Public Utilities, Public Health Crisis, terminate water service. 4/9/2026**
- Homeowner receives receipt of \$1,200.00 from Engineering Property Technician
- Appearance of large pile of gray stones covering earlier puddle area

Prepared per request of homeowner Ms. Sharon Blount



Charles Wright, Sr.

NC Rebuild /Communication Designee

President/Founder

Goldsboro/Wayne County Homeowners Coalition

Good morning,

Mr. Charles here is the email that I have been working on that will hopefully help Mrs. Blount get the assistance that she needs:

We are writing to formally request assistance regarding a persistent and critical sewer issue at 701 W. Walnut St. Despite three separate attempts to resolve a recurring sewage backup at this location, our crews have reached a technical impasse. We are currently unable to clear the blockage, which has prevented us from inserting a diagnostic camera to determine if the line is collapsed or severely broken.

The Situation:

Infrastructure Failure: The service line—which remains the property owner's responsibility up to the city main—is completely obstructed.

Failed Mitigation: Standard city services, such as "washing out" the tap, have proven unsuccessful. The only viable solution is the installation of a entirely new sewer tap.

Financial Barrier: Current policy requires the property owner to cover the cost of the new tap before city crews can begin installation and place a clean-out on the Right of Way (ROW).

The Urgency:

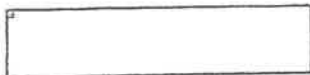
This is no longer a simple maintenance issue; it is a public health crisis. Raw sewage is currently surfacing on the ground, creating a hazardous environment.

Due to these health concerns, we may be forced to terminate water service to the property until the sewer line is fully operational. This would render the property uninhabitable. We are seeking any available state resources, grants, or emergency assistance programs that can help the property owner expedite the tap payment so we can begin repairs and prevent a prolonged utility shut-off.

Thank you for your immediate attention to this matter.

Richard Hamilton

Public Utilities
Deputy Director
City of Goldsboro
Phone 919-735-3329
Cell 919-922-5181
Fax 919-735-8907
www.goldsboronc.gov



Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent

April 9, 2026
10:39 AM

in response to it may be considered public record and as such are subject to request and review by anyone at any time.

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Approval of a Three-Year Agreement with Microsoft for Office Software

DEPARTMENT: Information Technology

BACKGROUND:

The City uses Microsoft Software to support daily operations. This is the renewal of an existing agreement and an approved expenditure in the current budget year.

DISCUSSION:

The proposed agreement with SHI International Corp. is available through State contract and provides fixed licensing for three years.

BUDGET RELATIONSHIP:

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that Council approve the three-year contract with SHI International Corp for Microsoft software.

MANAGER'S RECOMMENDATION:

APPROVERS

Scott Williams
Kelly Arnold
Sakeithia Reece
Laura Getz
Matthew Livingston

RESOLUTION 2026- 36

RESOLUTION AUTHORIZING THE APPROVAL OF A THREE-YEAR AGREEMENT WITH MICROSOFT FOR OFFICE SOFTWARE

WHEREAS, the City of Goldsboro requires Microsoft licensing to support daily operations; and

WHEREAS, the City has an ongoing need to maintain these services to ensure continuity of operations; and

WHEREAS, pricing has been obtained from SHI International Corp. through a State Contract 208C, providing fixed pricing for a three-year term; and

WHEREAS, this agreement is a renewal of existing services for an additional three-year period, and funding for the first year has been appropriated in the adopted budget.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the City IT Director or City Manager are hereby authorized to enter into a three (3) year contract and price agreement with SHI International Corp. for Microsoft Enterprise Agreement under the State Contract 208C.

This Resolution shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Resolution Authorizing the Execution of Opioid Settlements

DEPARTMENT: City Manager's Office

BACKGROUND:

On September 20, 2021, Council adopted a resolution approving a Memorandum of Agreement between the state of North Carolina and local governments on proceeds relating to the settlement of opioid litigation. The MOA was designed to maximize the share of opioid settlement funds received in the state to help abate the harm caused by opioids and ensure the resources reach communities as quickly, effectively, and directly as possible.

On March 20, 2023, Council adopted a resolution approving a Memorandum of Agreement (MOA) between the state of North Carolina and local governments on proceeds relating to the settlement of opioid litigation. Representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements.

On August 18, 2025, Council adopted a resolution authorizing the City Manager and City Attorney to execute the necessary documents to enter into opioid settlement agreements with the Secondary Opioid Manufacturer Defendants, to execute the SAAF-3, and to approve the bankruptcy plan and settlement agreements relating to Purdue and the Sackler family, and to provide such documents to Rubris, the Implementation Administrator

By joining the settlements, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible.

DISCUSSION:

A new national opioid settlement ("Six Remnant Defendants Settlement") has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a "Remnant Defendant," and, collectively, the "Six Remnant Defendants").

The Six Remnant Defendants are expected to pay a total \$720 million to settle opioid claims across the nation. The settlement would be subject in North Carolina to the equitable distribution of the proceeds as set forth in the settlement agreements.

It is advantageous to all North Carolinians for local governments, including the City of

Goldsboro, to sign onto the Six Remnant Defendants Settlement, in order to demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the City of Goldsboro to help abate the harm.

BUDGET RELATIONSHIP:

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing the City Manager and City Attorney to execute the necessary documents to enter into opioid settlement agreements, as set forth herein with the Six Remnant Defendants, and to provide such documents to Rubris, the Implementation Administrator, subject to a pre-audit certificate thereon by the City of Goldsboro's Finance Director, if applicable, and approval as to form and legality by the City Attorney.

MANAGER'S RECOMMENDATION:

APPROVERS

- Sakeithia Reece
- Laura Getz
- Matthew Livingston

RESOLUTION 2026- 37

RESOLUTION BY THE GOLDSBORO CITY COUNCIL AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS WITH SIX REMNANT DEFENDANTS

WHEREAS, more than 41,500 North Carolinians lost their lives to a drug overdose from 2000–2023; and

WHEREAS, the Centers for Disease Control and Prevention has estimated the total economic burden of prescription opioid misuse alone in the United States to be \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

WHEREAS, the citizens of the City of Goldsboro have been substantially impacted by the negative effects of the opioid epidemic; and

WHEREAS, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid companies, manufacturers, pharmaceutical distributors, and chain drug stores to hold those companies accountable for their misconduct; and

WHEREAS, a new national opioid settlement (“Six Remnant Defendants Settlement”) has been reached with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (each individually, a “Remnant Defendant,” and, collectively, the “Six Remnant Defendants”); and

WHEREAS, the Six Remnant Defendants are expected to pay a total \$720 million to settle opioid claims across the nation. The settlement would be subject in North Carolina to the equitable distribution of the proceeds as set forth in the settlement agreements; and

WHEREAS, the City of Goldsboro is expected to receive an amount pursuant to the allocation set forth in Exhibit E of the Settlement Agreement among Participating Subdivisions and Remnant Defendants; and

WHEREAS, by joining the Six Remnant Defendants Settlement, local governments maximize North Carolina’s share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

WHEREAS, it is advantageous to all North Carolinians for local governments, including the City of Goldsboro, to sign onto the Six Remnant Defendants Settlement, in order to demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the State and the City of Goldsboro to help abate the harm;

WHEREAS, the Six Remnant Defendants settlement is not governed by the North Carolina Memorandum of Agreement between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“NC MOA”); consequently, any funds received from the Six Remnant Defendants settlement shall be placed in a separate fund from settlements governed by the NC MOA; and

WHEREAS, although the Six Remnant Defendants settlement is not governed by the NC MOA, any funds received from the Six Remnant Defendants settlement shall be used for opioid abatement strategies as outlined in Exhibit D of the Settlement Agreement among Participating Subdivisions and Remnant Defendants; and

WHEREAS, these and past opioid settlements direct substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the Goldsboro City Council hereby authorizes the City Manager or City Attorney to execute the necessary documents to enter into opioid settlement agreements, as set forth herein with the Six Remnant Defendants, and to provide such documents to Rubris, the Implementation Administrator, subject to a pre-audit certificate thereon by the City of Goldsboro's Finance Director, if applicable, and approval as to form and legality by the City Attorney.

This Resolution shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

National Opioids Settlements: Six Remnant Defendants
Notice and Claims Administrator
opioidsparticipation@rubris.com

To: Goldsboro city, NC
Reference Number: CL-2018434

***THIS SETTLEMENT OVERVIEW CONTAINS IMPORTANT INFORMATION ABOUT
THE SIX REMNANT DEFENDANTS NATIONAL OPIOID SETTLEMENT***

SIX REMNANT DEFENDANTS SETTLEMENT OVERVIEW

A new national opioid settlement has been reached with six regional distributors/dispenser defendants (Remnant Defendants Settlement): Associated Pharmacies, Inc (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (Six Remnant Defendants). There is one settlement agreement covering the combined settlement with the Six Remnant Defendants.

If effectuated, the proposed Remnant Defendants Settlement will result in the the Six Remnant Defendants paying a combined \$97,625,000.00 in cash for purposes of abating the opioid epidemic. An Eligible Entity's participation in the Remnant Defendants Settlement, the Settlement will result in a one-time settlement payment to each Eligible Entity. The Settlement funds must be used for the *Core Strategies and Approved Uses* set forth in Exhibit D of the Remnant Defendant Settlement Agreement.

The Remnant Defendants Settlement does not include State Attorneys General or any amount allocated to a State. Rather, this Settlement will be distributed only and directly to any Eligible Entity that participates by signing and returning the *Combined Subdivision Participation and Release Form* by the deadline.

The allocation to participating entities will be calculated using the national Denver model but removing from the equation any amount that the Denver model would allocate to a State Attorney General or a State allocation. Specifically, the interstate allocation formula will be used to calculate what amount should go to all the subdivisions in each state and then apply the intrastate allocation as between all subdivisions who are either a litigating subdivision or a non-litigating subdivision with a population of 30,000 or more. Using that methodology, a national pro-rata percentage was created. That allocation percentage of participation is reflected in Exhibit E of the Remnant Defendant Settlement Agreement.



Eligible Entities must decide whether to participate by **Monday, May 4, 2026.**

WHO IS RUBRIS INC. AND WHAT IS THE NOTICE AND CLAIMS ADMINISTRATOR?

The Settlement provides that a Notice and Claims Administrator will provide notice and manage the collection of participation forms. Rubris, Inc. is the Notice and Claims Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR ENTITY RECEIVING THIS NOTICE?

Your entity is eligible to participate in this Settlement. This Notice is also sent directly to counsel for each Eligible Entity if the Notice and Claims Administrator has their information. *If you are represented by an attorney with respect to opioid claims, please contact them.*

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement may be found at:

<https://nationalopioidsettlement.com>

You are encouraged to review the Settlement Agreement terms and discuss the terms and benefits with your counsel. Each Eligible Entity will need to decide whether to participate in the proposed Settlement, and entities are encouraged to work through this process before the Monday, May 4, 2026, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that each Eligible Entity take affirmative steps to “opt in” to the Settlement. You will receive the *Combined Subdivision Participation and Release Form* via DocuSign along with instructions from the Implementation Administrator. In order to participate in this Settlement, a person with authority must sign and return the required *Combined Subdivision Participation and Release Form*. DocuSign remains the preferred method of submission of the needed form.

The participation rate will be used to determine whether participation for each *Remnant Defendant* is sufficient to move forward. If the Settlement moves forward, your release will become effective as to that *Remnant Defendant*. If the settlement as to any *Remnant Defendant* does not move forward, the release as to that *Remnant Defendant* will not become effective.

Please add the following email addresses to your “safe” list so emails do not go to spam / junk folders: *dse_na3@docusign.net* and *opioidsparticipation@rubris.com*. Please monitor your email for the Participation Form and instructions.



All required documentation must be signed and returned on or before Monday, May 4, 2026. Upon effectuation of the Remnant Defendants Settlement, each Eligible Entity will be provided with a link to a portal where you will enter contact and payment information to receive settlement funds.



**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Accept Initial Bid and Authorize Finance to Advertise for Upset Bid for 622 Slaughter Street to Maria G. Nunez Dominguez

DEPARTMENT: Finance

BACKGROUND:

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

DISCUSSION:

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

622 Slaughter St

Offeror: Maria G. Nunez Dominguez

Offer: \$8,070.00

Bid Deposit: \$405.00

The offer is at least 50% of the tax value of the property. The bid deposit of 5% has been received in the form of a personal check. The Planning Department shall notify the adjoining property owners via mail that the property is available for sale via upset bid.

Parcel #: 51272 Pin #: :3509220062

Tax Value: \$16,040.00 Zoning: R-6

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

BUDGET RELATIONSHIP:

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that Council adopt the attached resolution accepting the initial offer on 622 Slaughter St from Maria G. Nunez Dominguez and authorize Finance to advertise for upset bids.

MANAGER'S RECOMMENDATION:

APPROVERS

Catherine Gwynn

Catherine Gwynn

Sakeithia Reece

Laura Getz

Matthew Livingston

RESOLUTION 2026 - 38

RESOLUTION AUTHORIZING UPSET BID PROCESS

WHEREAS, the City of Goldsboro and County of Wayne jointly own certain real property at 622 Slaughter St (Pin #3509220062); and

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

WHEREAS, the City has received an offer to purchase the property described above, in the amount of \$8,070.00 (Eight Thousand Seventy Dollars and no/100) submitted by Maria G. Nunez Dominguez Offeror); and

WHEREAS, the Offeror has paid the required five percent (5%) deposit on his/her offer in the amount of \$405.00 (Four Hundred Five Dollars and no/100);

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

- 1) The City Council declares this property as surplus.
- 2) The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute § 160A-269.
- 3) The Finance Director shall cause a notice of the proposed sale to be published in a newspaper of general circulation within its jurisdiction. The notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
- 4) The Planning Department shall notify the adjoining property owners by U.S. mail that the property is being offered for sale under the upset bid procedure.
- 5) Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Finance Director at 200 N. Center Street, Goldsboro, NC 27530 during normal business hours within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the Finance Director shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
- 6) Upset offer and deposit shall be delivered in a sealed envelope. The written offer proposal must include the name of the person or business making the offer, address of said property, and Wayne County parcel identification number. The offer shall be signed by the individual or person with signature authority of a business entity. The outside of the sealed envelope should have the address of the property, the words "Upset Bid" and include the address of the Property.
- 7) The City of Goldsboro reserves the right to reject any or all offers at any time.
- 8) If a qualifying higher bid is received, the Finance Director shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
- 9) A qualifying higher bid is one that raises the existing offer by not less than ten percent

(10%) of the first \$1,000.00 of that existing offer and five percent (5%) of the remainder of that existing offer.

10) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such, the return of the deposit will then be issued within 10 days of confirmation of clearing.

The city will refund the deposit of the final high bidder at closing or apply to the sales price, as determined at the time of closing by the Finance Director.

11) Any Offeror's bid deposit shall be refunded if it is not the final high bidder; or if mutually agreeable terms cannot be settled upon if no upset bids are received, provided that sufficient time has elapsed to allow for the payment draft, if by check, to clear the City's central depository and be credited to such. Refund will be issued within 10 days of confirmation of clearing.

12) The terms of the final sale are:

1. City Council must approve the final high offer before the sale is closed, which will be done within 30 days after the final upset bid period has passed.

2. The Wayne County Board of Commissioners must approve the final sale by concurrence after final approval by City Council.

3. Buyer must pay with cash, cashier's check or certified check at the time of closing.

4. Buyer must pay closing costs.

13) The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

14) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. City staff are authorized to seek concurrence from the Wayne County Board of Commissioners and upon such approval, the appropriate city officials are authorized to execute the instruments necessary to convey the property to Offeror.

This Resolution shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

I, Maria G Nunez Dominguez would like to offer the

City of Goldsboro the sum of \$8070.00 for the

purchase of property at the following location:

Parcel: 3509220062

Street: 622 Slaughter St

Signed: 

Date: 03/27/26

Name Maria G Nunez Dominguez

Address: 204 Stillwater Creek Dr

Phone: 5102537119

Email: maikelgamezgalano@gmail.com

Amount of Bid Deposit: \$405.00

RECEIVED
2026 MAR 30 P 12:32
CITY OF GOLDSBORO
FINANCE DEPARTMENT

MAIKEL GAMEZ GALANO
MARIA GUADALUPE NUNEZ DOMINGUEZ
204 STILLWATER CREEK DR
GOLDSBORO, NC 27534-6381

108

11-4288/1210-4715

03/25/26

Date

Pay to the
Order of

City of Goldsboro

\$ 405.00

Four hundred and five dollars

Dollars



Photo
Safe
Deposit
Details on back

WELLS
FARGO

Wells Fargo Bank, N.A.
California
wellsfargo.com

For

Bid deposit

Maria G

MP

WAYNE COUNTY

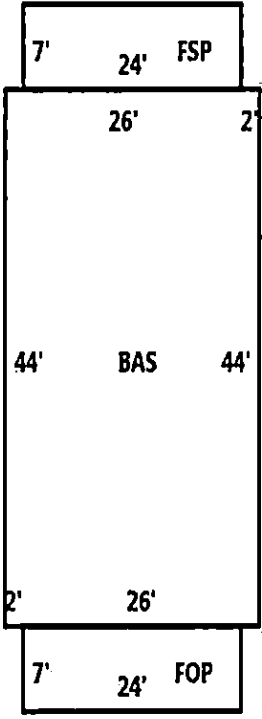
COUNTY OF WAYNE CITY OF GOLDSBORO
622 SLAUGHTER ST
75344587

Return/Appeal Notes: Parcel: 3509220062
PLAT: /UNIQ ID 51272
ID NO: 12000018001025

COUNTYWIDE ADVALOREM TAX (100), CITY - GOLDSBORO (100)
Reval Year: 2025 Tax Year: 2026 SLAUGHTER ST
Appraised by 60 on 01403 SOUTHSIDE

CARD NO. 1 of 1
1.0000 LT SRC=
TW-12 CI-01FR-00EX-2 AT- LAST ACTION 20250113

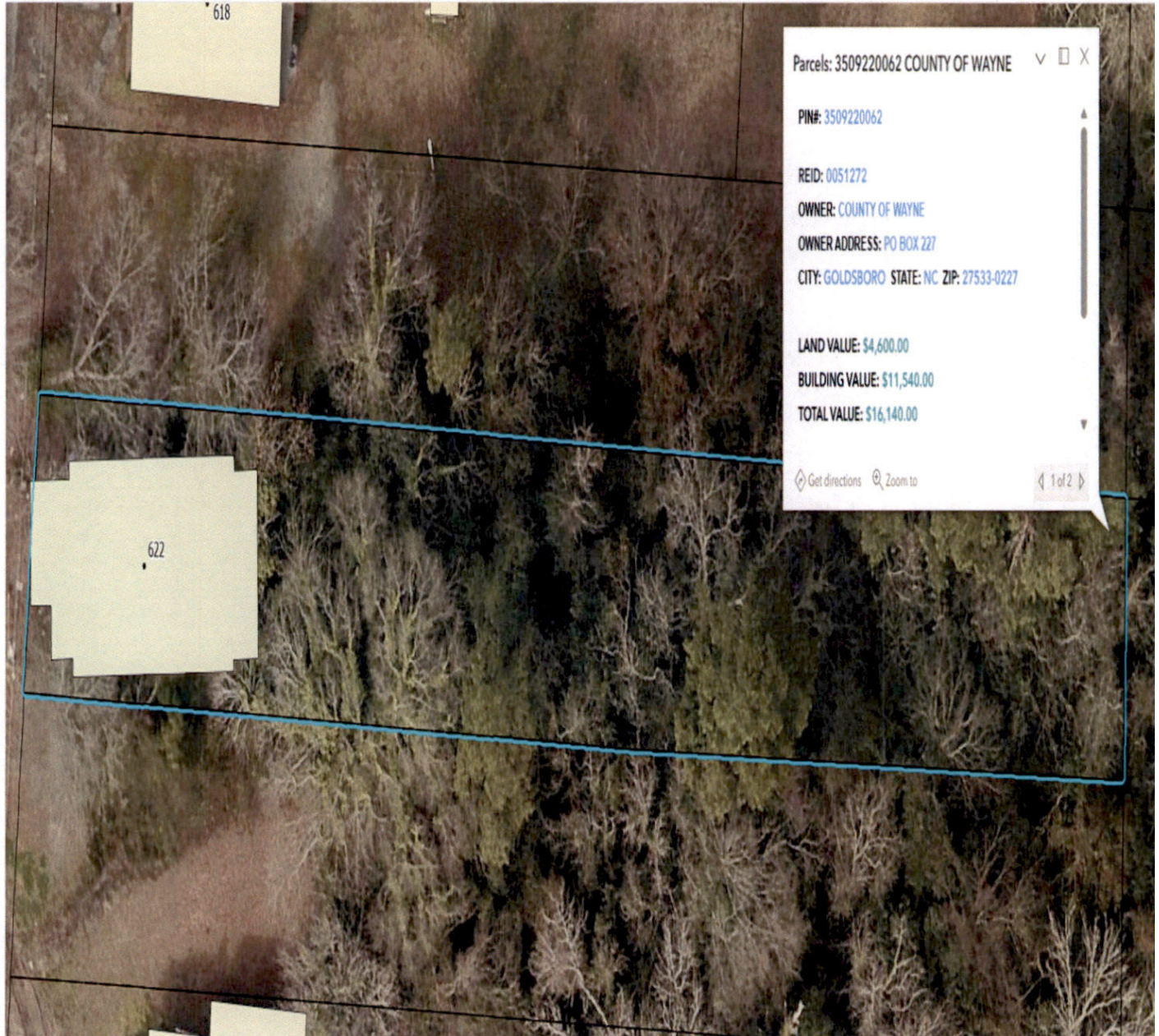
CONSTRUCTION DETAIL		MARKET VALUE							DEPRECIATION			CORRELATION OF VALUE		
Foundation - 3									AP	Additional Physical	0.25000			
Continuous Footing	5.00									Standard	0.67000	CREDENCE TO MARKET		
Sub Floor System - 5		USE	MOD	Eff. Area	QUAL	BASE RATE	RCN	EYB	AYB					
Woo w/ Sub Floor	6.00	01	01	1,341	85	106.25	144282	1958	1900			% GOOD 8.0		
Exterior Walls - 05		TYPE: SINGLE FAMILY RESIDENTIAL										DEPR. BUILDING VALUE - CARD 11,540		
Asbestos Shingle	30.00	STYLE: 1 - 1.0 Story										DEPR. OB/XF VALUE - CARD 0		
Roofing Structure - 03		Single Family Residential										MARKET LAND VALUE - CARD 4,600		
Gable	4.00											TOTAL MARKET VALUE - CARD 16,140		
Roofing Cover - 12												TOTAL APPRAISED VALUE - CARD 16,140		
Modular Metal	4.00											TOTAL APPRAISED VALUE - PARCEL 16,140		
Interior Wall Construction - 3												TOTAL PRESENT USE VALUE - PARCEL 0		
Plastered	28.00											TOTAL VALUE DEFERRED - PARCEL 0		
Interior Floor Cover - 09												TOTAL TAXABLE VALUE - PARCEL \$ 16,140		
Pine or Soft Woods	7.00											PRIOR		
Heating Fuel - 02												BUILDING VALUE 22,980		
Oil, Wood, or Coal	1.00											OBXF VALUE 0		
Heating Type - 03												LAND VALUE 2,990		
Forced Air-Not Ducted	1.00											PRESENT USE VALUE 0		
Air Conditioning Type - 01												DEFERRED VALUE 0		
None	0.00											TOTAL VALUE 25,970		
Bedrooms/Bathrooms/Half-Bathrooms												PERMIT		
3/1/0	8.000											CODE DATE NOTE NUMBER AMOUNT		
Bedrooms												ROUT: WTRSHD:		
BAS - 3 FUS - 0 LL - 0												SALES DATA		
Bathrooms												OFF. RECORD DATE DEED TYPE Q/UV/I INDICATE SALES PRICE		
BAS - 1 FUS - 0 LL - 0												BOOK PAGE MOYR TYPE Q/UV/I PRICE		
Half-Bathrooms												03952 0301 12 2024 WD C I 0		
BAS - 0 FUS - 0 LL - 0												00288 0184 4 1944 WD U I 0		
Office												HEATED AREA 1,232		
BAS - 0 FUS - 0 LL - 0	0											NOTES		
TOTAL POINT VALUE	94.000											NO WILL RECORDED AS OF 3- 6-96		
BUILDING ADJUSTMENTS														
Quality	3	Below Average											0.9000	
Shape/Design	1	Market Adjustment											1.0000	
Size	Size	Size											1.0000	
TOTAL ADJUSTMENT FACTOR													0.9000	
TOTAL QUALITY INDEX													85	



SUBAREA				CODE	QUALITY	DESCRIPTION	COUNT	LT	WTH	UNITS	UNIT PRICE	ORIG % COND	BLDG#	SIZE FACT	AYB	EYB	ANN DEP RATE	% OVR	OB/XF DEPR. VALUE
TOTAL OB/XF VALUE	0																		
BAS	1,232	100	130900																
FOP	168	030	5313																
FSP	168	035	6269																
FIREPLACE	3 - 1 Story Single		1,800																
SUBAREA TOTALS	1,568		144,282																

BUILDING DIMENSIONS BAS=W2W26S44E2E26N44Area:1232;FSP=N7W24S7E24Area:168;FOP=S7E24N7W24Area:168;TotalArea:1568

LAND INFORMATION																					
HIGHEST AND BEST USE	USE CODE	LOCAL ZONING	FRON TAGE	DEPTH	DEPTH / SIZE	LND MOD	COND FACT	OTHER ADJUSTMENTS AND NOTES				ROAD TYPE	LAND UNIT PRICE	TOTAL LAND UNITS	UNT TYP	TOTAL ADJST	ADJUSTED UNIT PRICE	LAND VALUE	OVERRIDE VALUE	LAND NOTES	
0100	0100	R6	40	320	1.1500	2	1.0000	RF	AC	LC	TO	OT		100.00	40.000	FF	1.150	115.00	4600		
TOTAL MARKET LAND DATA																					
TOTAL PRESENT USE DATA																					



Parcels: 3509220062 COUNTY OF WAYNE

PIN: 3509220062

REID: 0051272

OWNER: COUNTY OF WAYNE

OWNER ADDRESS: PO BOX 227

CITY: GOLDSBORO STATE: NC ZIP: 27533-0227

LAND VALUE: \$4,600.00

BUILDING VALUE: \$11,540.00

TOTAL VALUE: \$16,140.00

Get directions Zoom to

1 of 2

618

622

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE:

Resolution authorizing the execution and delivery of an installment financing agreement to finance vehicles and equipment for FY26 with Pinnacle Bank pursuant to N.C.G.S. §160A-20.

DEPARTMENT: Finance

BACKGROUND:

Council adopted the FY2025-2026 budget on June 16, 2025, which included appropriations for capital outlay related to equipment and rolling stock. The expenditures were planned to be funded through installment financing proceeds within the General Fund and Stormwater Fund.

DISCUSSION:

On April 13, 2026, Council adopted a findings resolution authorizing the submission of the financing application to the Local Government Commission (LGC) and approved the selection of Pinnacle Bank as the financing provider for the FY26 installment financing contract. The approval of the financing is scheduled for the Local Government Commission (LGC) consent agenda on May 5, 2026. Please find a summary of the financing terms and highlights below.

Financing Summary

Lender: Pinnacle Bank

Estimated Amount: \$3,759,000 (not to exceed \$3,810,000)

Interest Rate: 3.23% fixed

Term: 10 years (final maturity March 1, 2036)

Repayment Structure: Annual installment payments

Security: Security interest in the financed equipment only (no pledge of taxing power)

This financing structure is consistent with prior City financings and does not constitute general obligation debt.

Key Terms and Considerations

Limited Obligation: Payments are subject to annual appropriation and do not constitute a pledge of the City's full faith and credit.

Prepayment: The City may prepay without penalty upon notice.

Default Provisions: Include failure to appropriate funds or failure to make payments; remedies are limited to repossession of collateral.

Tax Status: Interest is intended to be tax-exempt; provisions address potential taxability events.

Fiscal Impact

Annual debt service is estimated to average approximately \$650,000 over the life of the agreement, beginning in FY 2027.

Funding for debt service will be incorporated into the annual operating budget as required by the agreement.

This financing provides a cost-effective method to acquire essential equipment while preserving fund balance and maintaining operational flexibility. The interest rate is favorable in the current market and aligns with recent local government borrowings.

BUDGET RELATIONSHIP:

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that Council adopt the attached resolution authorizing the execution and delivery of an installment financing agreement to finance the acquisition and installation of certain vehicles and equipment.

MANAGER'S RECOMMENDATION:

APPROVERS

Sakeithia Reece
Laura Getz
Matthew Livingston

CITY COUNCIL
OF THE
CITY OF GOLDSBORO, NORTH CAROLINA

Excerpt of Minutes
of Meeting of May 4, 2026

Present: Mayor Charles Gaylor presiding, and Councilmembers: _____

Absent: _____

* * * * *

Councilmember _____ introduced the following resolution, the title of which was read:

**RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF AN INSTALLMENT FINANCING AGREEMENT
TO FINANCE THE ACQUISITION AND INSTALLATION OF
CERTAIN VEHICLES AND EQUIPMENT**

WHEREAS, the City of Goldsboro, North Carolina (the “City”) desires to finance the acquisition and installation of certain vehicles and equipment for use by various City departments (collectively, the “Equipment”); and

WHEREAS, to finance the Equipment and the payment of certain financing costs in connection therewith, the City proposes to execute and deliver an Installment Financing Agreement (the “Agreement”), by and between Pinnacle Bank, a Tennessee bank (the “Bank”) and the City, as authorized under Section 160A-20 of the General Statutes of North Carolina, as amended, in an amount currently expected not to exceed \$3,810,000;

WHEREAS, the Agreement will be secured by a security interest in the Equipment for the benefit of the Bank; and

WHEREAS, the proposed form of the Agreement has been drafted and presented at this meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City, meeting in regular session on the 4th day of May, 2026, as follows:

1. The City Council hereby authorizes and directs the Mayor, the City Manager, the Deputy City Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Agreement on behalf of the City, with such changes and modifications as the person executing and delivering such instrument on behalf of the City shall find acceptable. The Clerk is hereby authorized to affix the official seal of the City to the Agreement and to attest the same.

2. Each of the Mayor, the City Manager, the Deputy City Manager, the Finance Director and the Clerk is authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, 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 Agreement and the financing of the Equipment.

3. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the Equipment that are to be financed from the proceeds of the Agreement. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund or any other City fund related to the Equipment, for costs related to the Equipment may be reimbursed from the financing proceeds.

4. All other acts of the Council and the officers of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the financing of the Equipment are hereby ratified, approved and confirmed.

5. This resolution shall take effect immediately.

Councilmember _____ moved the passage of the foregoing resolution and Councilmember _____ seconded the motion and the resolution was passed by the following vote:

Ayes: Councilmembers _____

Nays: Councilmembers _____

Not voting: Councilmembers _____

* * * * *

I, Laura Getz, City Clerk for the City of Goldsboro, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City at a regular meeting duly called and held on May 4, 2026, as it relates in any way to the resolution hereinabove referenced and that such proceedings are recorded in the minutes of the Council. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the City Council for the City is on file in my office.

WITNESS my hand and the official seal of the City this ___ day of May, 2026.

(SEAL)

City Clerk
City of Goldsboro, North Carolina

INSTALLMENT FINANCING AGREEMENT

between

PINNACLE BANK, A TENNESSEE BANK
as the Bank

and

CITY OF GOLDSBORO, NORTH CAROLINA
as the City

Dated: May 12, 2026

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INSTALLMENT FINANCING AGREEMENT
EQUIPMENT AND VEHICLES

THIS INSTALLMENT FINANCING AGREEMENT, dated as of May 12, 2026 (the “Agreement”), is made by and between PINNACLE BANK, a Tennessee bank (the “Bank”), and the CITY OF GOLDSBORO, NORTH CAROLINA, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina (the “City”).

W I T N E S S E T H:

WHEREAS, the City is a duly and validly created, organized and existing municipal corporation, duly created and existing under and by virtue of the Constitution and laws of the State of North Carolina; and

WHEREAS, the City has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina (“NCGS 160A-20”), to enter into installment contracts to finance and refinance the purchase of personal property; and

WHEREAS, the Bank desires to advance certain funds to enable the City to finance (i) the costs of the acquisition and installation of certain vehicles and equipment for use by various City departments (as further described and defined herein, the “Equipment”) and (ii) certain costs incurred in the execution and delivery of this Agreement; and

WHEREAS, the City desires to obtain such advance from the Bank pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the obligation of the City to make Installment Payments, as hereinafter defined, and other payments required under Section 3 hereof shall constitute a limited obligation payable solely from currently budgeted appropriations of the City and shall not constitute a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of the City hereunder, the City will grant a security interest in the Equipment purchased with funds advanced by the Bank pursuant to this Agreement; and

WHEREAS, no deficiency judgment may be rendered against the City in any action for breach of a contractual obligation under this Agreement, and the taxing power of the City is not and may not be pledged in any way, directly or indirectly or contingently, to secure any monies due under this Agreement; and

WHEREAS, the Bank and the City each has duly authorized the execution and delivery of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and of the covenants hereinafter contained, and other valuable consideration, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

For purposes of this Agreement, the following definitions will apply:

1.1. “Business Day” means a day on which the Bank, at its designated corporate office, is not required or authorized by law to remain closed.

1.2. “City” means the City of Goldsboro, North Carolina, a municipal corporation of the State of North Carolina, acting through its Governing Body.

1.3. “Closing Date” means May 12, 2026.

1.4. “Closing Memorandum” means that certain Closing Memorandum dated as of the Closing Date and executed on behalf of the City.

1.5. “Default Rate” means the interest rate in effect under this Agreement immediately prior to an event of default hereunder, plus 4.0% per annum; provided, however that the Default Rate shall not exceed the maximum rate of interest permitted by law.

1.6. “Determination of Taxability” means and is deemed to have occurred on the date when (a) the City receives notice from the Bank that the Internal Revenue Service has assessed as includable in gross income the interest component of the Installment Payments made by the City under this Agreement due to the occurrence of an Event of Taxability or (b) the City or the Bank receives notice from the Commissioner or any District Director of the Internal Revenue Service that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Bank for federal income tax purposes due to the occurrence of an Event of Taxability.

1.7. “Equipment” means certain vehicles and equipment acquired by the City for use by various City departments, as described more particularly in Exhibit D attached hereto.

1.8. “Event of Default” means an “Event of Default” as described in Section 11.1.

1.9. “Event of Taxability” means the occurrence or existence of any fact, event or circumstance caused by either the action or inaction of the City which has the effect of causing the interest component of the Installment Payments made by the City under this Agreement to be includable in the gross income of the Bank for federal income tax purposes.

1.10. “Governing Body” means the City Council of the City.

1.11. “Inclusion Date” means the effective date that the interest component of the Installment Payments made by the City under this Agreement is includable in the gross income of the Bank as a result of a Determination of Taxability.

1.12. “Installment Payments” means those payments made by the City to the Bank as described in Section 3 of this Agreement and in the Payment Schedule.

1.13. “Interest Rate” means 3.23% per annum, calculated on a 30-day month/360-day basis, except as otherwise provided in accordance with Section 3.1 and Section 14.2.

1.14. “Loan Amount” means \$3,759,000 as described in Exhibit B hereto, which will be used by the City to acquire and install the Equipment.

1.15. “Net Proceeds,” when used with respect to any proceeds from policies of insurance required hereunder or proceeds of any condemnation award arising out of the condemnation of all or any portion of the Equipment, means the amount remaining after deducting from the gross proceeds thereof all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds.

1.16. “Payment Schedule” means the “Payment Schedule shown on Exhibit B-1 hereto, attached to the document labeled “Payment Schedule” attached hereto as Exhibit B.

1.17. “Pinnacle Base Rate” means the variable interest rate determined by the Bank from time to time as the Pinnacle Base Rate. The Pinnacle Base Rate is not necessarily the lowest rate charged by the Bank on its loans and is set by the Bank in its sole discretion. The Bank will tell the City the current Pinnacle Base Rate upon the City’s written request. The interest rate change will not occur more often than each day. If the Bank determines, in its sole discretion, that the Pinnacle Base Rate has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this Agreement, the Bank may amend this Agreement by designating a substantially similar substitute index. Such an amendment to the terms of this Agreement will become effective and bind the City 10 Business Days after Bank gives written notice to the City without any action or consent of the City.

SECTION 2. ADVANCE OF LOAN AMOUNT

2.1. Loan Amount. The Bank agrees to advance the Loan Amount to the City and the City agrees to borrow the Loan Amount from the Bank to be applied in accordance with the terms and conditions of this Agreement. The proceeds of the Loan Amount shall be used to (i) acquire and install the Equipment and (ii) pay certain costs incurred in the execution and delivery of this Agreement. The advance by the Bank shall be made by depositing the Loan Amount to an account held by the Bank (the “Project Fund”). The Loan Amount will be invested pending disbursement, and the City agrees to withdraw amounts from the Project Fund to acquire and install the Equipment from time to time in accordance with the procedures set forth in Section 2.2. The City shall pay any additional sums necessary to purchase and install the Equipment and shall provide evidence of the payment of such additional sums to the Bank upon request.

2.2. Requisition Process. Unless the Project Fund is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Fund shall be used to finance the acquisition and installation of the Equipment upon the prior written consent of the Bank to a written requisition request prepared by an authorized representative of the City substantially in the form set forth in Exhibit A attached hereto, subject to Bank’s approval of any such requisition request.

SECTION 3. INSTALLMENT PAYMENTS AND OTHER PAYMENTS

3.1. Amounts and Times of Installment Payments and Other Payments. Subject to the provisions of Section 13 hereof entitled “Limited Obligation of the City,” the City shall repay the Loan Amount in installments as provided in Exhibit B-1 to this Agreement. Each installment shall be deemed to be an Installment Payment and shall be paid in the amounts and at the times set forth in the Payment Schedule (as such payments may be adjusted to reflect any change to the interest component of the Installment Payments based on the date upon which the Installment Payments are actually paid), except as provided herein. Installment Payments shall be sufficient to repay the Loan Amount together with interest thereon at a per annum rate equal to the Interest Rate (subject to adjustment as provided herein).

Interest on the Loan Amount shall accrue at the Interest Rate, calculated on the basis of a 360-day year, with twelve (12) thirty (30) day months. The amortization schedule set forth on Exhibit B-1 is based upon all payments being received by the Bank on the scheduled due date. Interest shall continue to accrue on any payment that is not paid when due until such payment is made.

Notwithstanding the foregoing, upon the occurrence and during the continuation of an Event of Default, all amounts payable under this Agreement shall bear interest at the Default Rate until paid.

3.2. Place of Payments. All payments required to be made to the Bank hereunder shall be made at the Bank’s principal office or as may be otherwise directed by the Bank or its assignee.

3.3. Abatement of Installment Payments. Subject to Section 13 hereof entitled “Limited Obligation of the City,” there shall be no abatement or reduction of the Installment Payments or other payments by the City for any reason, including but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or contingent) arising out of or related to the Equipment. The City assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever, it being the intention of the parties that the Installment Payments and other payments shall be made in all events unless the obligation to make such Installment Payments and other payments is terminated as otherwise provided herein.

3.4. Prepayment of Installment Payments. Upon at least thirty (30) days’ prior written notice to the Bank, the City has the right to prepay the Loan Amount in whole or in part, at any time upon payment of (i) the principal component to be prepaid, plus (ii) the interest component of the Installment Payments being prepaid, that has accrued but not been paid.

SECTION 4. NATURE OF AGREEMENT

This Agreement is an installment contract pursuant to NCGS 160A-20 and a security agreement pursuant to Article 9 of Chapter 25 (the “Uniform Commercial Code - Secured Transactions”) of the General Statutes of North Carolina.

SECTION 5. RESPONSIBILITIES AND COVENANTS OF THE CITY

5.1. Care and Use. The City shall use the Equipment, or cause the Equipment to be used, in a careful and proper manner, in compliance with all applicable laws and regulations, and, at its sole cost and expense, shall service, repair and maintain the Equipment, or cause the Equipment to be serviced, repaired and maintained, so as to keep the Equipment in good condition, repair, appearance and working order for the purposes intended, ordinary wear and tear excepted, and shall replace or restore, or cause to be replaced or restored, any part of the Equipment as may from time to time become worn out, unfit for use, destroyed or damaged. Any and all repairs or replacements of the Equipment shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the term “Equipment” as used in this Agreement.

5.2. Inspection. The Bank has the right on reasonable prior notice to the City to enter upon the real property upon which the components of the Equipment are located to inspect the Equipment and observe its use during normal business hours.

5.3. Alterations. Without the prior written consent of the Bank, which consent shall not be unreasonably withheld, the City shall not make any alterations, modifications or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment.

5.4. Utilities. The City shall pay, when due, all charges for utility services used in connection with the Equipment. There shall be no abatement of any portion of the Installment Payments on account of interruption of any such services.

5.5. Taxes. The City shall pay, or cause to be paid, when due any and all taxes relating to the Equipment and the City’s obligations under this Agreement including, but not limited to, all license or registration fees, gross receipts tax, sales and use tax, if applicable, license fees, documentary stamp taxes, rental taxes, assessments, charges, ad valorem taxes, excise taxes, and all other taxes, licenses and charges imposed on the ownership, possession or use of the Equipment by any governmental body or agency, together with any interest and penalties.

5.6. Risk of Loss. Subject to the provisions of Section 13 hereof entitled “Limited Obligation of the City,” the City shall bear all risk of loss to and condemnation of the Equipment. In the event of loss or damage to the Equipment, the City shall either (a) continue to make the Installment Payments due hereunder and repair, reconstruct and restore the applicable portion of the Equipment to the satisfaction of the Bank, or (b) prepay the principal components of the outstanding Installment Payments in accordance with Section 3.4 hereof.

5.7. Performance by the Bank of the City’s Responsibilities. Any performance required of the City or any payments required to be made by the City may, if not timely performed or paid, be performed or paid by the Bank, and, in that event, the Bank shall be immediately reimbursed by the City for such payments and for any costs and expenses, legal or otherwise, associated with the payments or other performance by the Bank, with interest thereon at a per annum rate equal to the Pinnacle Base Rate in effect on the last business day of the calendar month preceding the payment (but not exceeding the maximum rate, if any, permitted by applicable law).

5.8. Financial Statements. The City agrees that it will furnish to the Bank current audited financial statements within 210 days of the end of each fiscal year of the City, beginning with the fiscal year ending June 30, 2026, and the City's annual budget within 30 days of adoption, and permit the Bank or its agents and representatives to inspect the City's books and records and make extracts therefrom at its own expense during regular business hours and in a manner which will not disrupt the normal business routine of the City. The City shall furnish to the Bank current financial statements and other information at such reasonable times as the Bank may request. The City represents and warrants to the Bank that all financial statements which have been delivered to the Bank in connection with this Agreement fairly and accurately reflect the City's financial condition and there has been no material adverse change in the City's financial condition as reflected in the applicable financial statements since the date thereof.

5.9. Other Responsibilities and Conditions. Simultaneously with the execution of this Agreement and prior to the advance of any funds hereunder by the Bank, the City shall cause to be provided to the Bank the following:

- (a) Internal Revenue Service Form 8038-G;
- (b) A Tax Certificate;
- (c) Evidence of the approval of this Agreement by the North Carolina Local Government Commission;
- (d) An Incumbency and Authorization Certificate in the form of Exhibit C attached hereto;
- (e) An opinion letter of counsel for the City in a form satisfactory to the Bank;
- (f) An opinion letter of special tax counsel to the City which states that the interest on the City's obligations under the Agreement will not be included in the gross income of the Bank for Federal and North Carolina income tax purposes; and
- (g) Certified copies of resolutions of the Governing Body authorizing the City to enter into this Agreement and carry out its terms;
- (h) Properly completed UCC financing statements as required by Section 6.1 hereof satisfactory to the Bank; and
- (i) Executed originals of any other documents and instruments required by Bank in connection with this Agreement.

5.10. Special Tax Covenants. The City covenants that: (a) it will make no use of the monies advanced by the Bank (the "proceeds") which would cause this Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), or the Treasury Regulations promulgated thereunder; (b) so long as the Agreement remains in effect, the City will comply with the requirements of the Code and the applicable Treasury Regulations promulgated thereunder and will not take or omit to take any action which will cause the interest paid or payable under this Agreement to be includible in the

gross income of the registered owner hereof; (c) the Equipment shall be used exclusively for essential governmental purposes of the City and no use shall be made of the proceeds or of the Equipment, directly or indirectly, which would cause this Agreement to be a “private activity bond” within the meaning of Section 141 of the Code; (d) no part of the payment of principal or interest under this Agreement is or shall be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof; (e) no portion of the proceeds shall be used, directly or indirectly, in making loans the payment of principal or interest with respect to which are to be guaranteed, in whole or in part, by the United States or any agency or any instrumentality thereof; and (f) the City shall not lease or otherwise make any of the Equipment available to any entity if such lease or other availability would cause the interest portion of the Installment Payments to be included in the gross income of the Bank under the Code for income tax purposes.

The City shall file IRS Form 8038-G on or before its due date. The City shall not take or omit to take any action that may cause a loss of the federal or state tax-exempt status of this Agreement or the interest thereon.

5.11. Appropriations of Payments. (a) The City reasonably believes that funds sufficient to make all Installment Payments during the term of this Agreement can be obtained. While recognizing that it is not empowered to make any binding commitment to make Installment Payments or any other payments beyond its current fiscal year, the Governing Body of the City in authorizing the execution of this Agreement has stated its intent to make annual appropriations sufficient to make the Installment Payments and has recommended that future governing bodies continue to do so during the term of this Agreement.

(b) The City Manager or Finance Director shall include in the initial proposal for each of the City’s annual budgets the amount of all Installment Payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the City Manager or Finance Director includes an appropriation for Installment Payments in a proposed budget, the City may terminate all its obligations hereunder by not appropriating sufficient funds to make the scheduled Installment Payments. In the event the Governing Body determines not to appropriate in its budget an amount sufficient to pay all Installment Payments coming due in the applicable fiscal year, the Governing Body shall adopt a resolution specifically deleting such appropriation from the proposed budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Governing Body. A copy of such resolution shall be promptly sent to the Bank. Such failure to appropriate shall constitute an Event of Default.

(c) If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the City in its budget, the City Manager or Finance Director shall deliver to the Bank, within ten (10) days after the adoption of the City’s budget for such fiscal year, but not later than forty-five (45) days after the start of such fiscal year, a certificate from the Finance Officer of the City stating that the City did not make such appropriation.

(d) The Mayor, City Manager, Finance Director and any other City officers shall not be subject to any personal liability in connection with this Section 5.11.

SECTION 6. SECURITY INTEREST; LIENS

6.1. Security Interest. In order to secure (i) the obligations of the City to make Installment Payments and (ii) the payment and performance of all of the other liabilities and obligations, whether now existing or hereafter arising, of the City to the Bank under this Agreement, this Agreement is hereby made and declared to be a security agreement in favor of the Bank encumbering the Equipment, which such items of property are intended to be personal property by the City and the Bank and which shall constitute personal property regardless of their location or condition in, on, and under any real property, and the City hereby grants a security interest to the Bank in and to the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to the Equipment, and all proceeds of all the foregoing, including any proceeds paid of loss or damage to the Equipment. On the Closing Date and from time to time thereafter, the City shall cause to be filed a financing statement or statements describing such security interest of the Bank in accordance with the provisions of the Uniform Commercial Code enacted in the State applicable to the perfection of security interests by filing financing statements thereunder.

With respect to such pieces of Equipment constituting a vehicle required to be titled under North Carolina law, the City shall have no obligation to provide for a notation of lien on the certificates of title for such vehicles. The City shall be responsible for the correct titling of all Equipment so purchased after the date hereof and shall retain all original Certificates of Title. Notwithstanding the foregoing, upon the occurrence of an Event of Default hereunder or under the Agreement, the Bank may cause the City to provide for a notation of lien on such Certificates of Title and take possession of all original Certificates of Title.

The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Agreement shall be (i) as prescribed herein or (ii) as prescribed by general law, at the Bank's sole election.

6.2. Liens. The City shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, security interest, charge, encumbrance or claim on or with respect to the Equipment or any interest therein except for (i) the lien and security interest of the Bank therein and (ii) such minor defects, irregularities and encumbrances as normally exist with respect to property of the general character of the Equipment. The City shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, security interest, charge, encumbrance or claim if the same shall arise at any time. The City shall reimburse the Bank for any expense incurred by it (including reasonable attorneys' fees and reasonable expenses), after prior notice to the City, in order to discharge or remove any such mortgage, pledge, lien, security interest, charge, encumbrance or claim. Upon payment in full of all of the City's obligations hereunder, including the Loan Amount, interest accrued thereon and all other payments due hereunder, the Bank, at the City's request, shall release and cancel its security interest in the Equipment.

SECTION 7. INSURANCE AND UNFORESEEN LOSSES

7.1. Insurance. The City will obtain and maintain, at its expense, at all times until termination of this Agreement a policy of insurance covering the Equipment and providing the

insurance protection described in this Section. The City will maintain at its own expense, to the extent applicable to these types of Equipment, fire, casualty, public liability, property damage and theft insurance, and such other insurance in such amounts and with such deductibles, if permitted, as reasonably required by the Bank from time to time. The Equipment will be insured in an amount at least equal to its replacement value.

All such insurance will be maintained with an insurance company or companies as will be reasonably satisfactory to the Bank and will provide that losses will be payable to the Bank and the Bank will be named as an additional insured with respect to all such insurance. The City will deliver to the Bank evidence satisfactory to the Bank of such insurance coverage as the Bank may request. The City agrees to cooperate fully in all accident insurance investigations, claims and litigation proceedings. The City will cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy described above. In no event will the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the Bank.

Prior to the expiration of any such insurance policy, the City shall furnish to the Bank evidence satisfactory to the Bank that such insurance policy has been renewed or replaced or is no longer required by this Agreement.

In lieu of separate insurance policies, the City may maintain blanket or umbrella insurance policies if such policies provide the same coverage required by this Section with protection against each risk not reducible by claims for other risks to amounts less than that specified in this Section and the City deposits with the Bank a certificate or certificates of the respective insurers evidencing such coverage and stating, as required, the amount of coverage with respect to the Equipment or any part thereof.

In lieu of policies of insurance written by commercial insurance companies meeting the requirements of this Section, the City may maintain a program of self-insurance or participate in group risk financing programs, risk pools, risk retention groups, purchasing groups and captive insurance companies, and in state or federal insurance programs, with the prior written consent of the Bank.

7.2. Damage, Destruction or Condemnation. If, during the term hereof, (i) the Equipment or any portion thereof is destroyed or is damaged by fire or other casualty, (ii) title to or the temporary or permanent use of the Equipment or any portion thereof or the estate of the City, the Bank or its assignee in the Equipment or any portion thereof is taken under the power of eminent domain by any governmental authority other than the City or (iii) a material defect in the Equipment becomes apparent, then the City shall continue to be obligated, subject to the provisions of Section 13, to pay the amounts specified in Section 3.

7.3. Use of Net Proceeds to Repair or Replace the Equipment. Subject to the provisions of Section 8.4, the City shall cause the Net Proceeds of any insurance policies, condemnation awards or moneys otherwise made available by reason of any occurrence described in Section 7.2 relating to the Equipment to be applied to the prompt repair, restoration, modification, improvement or replacement of the Equipment and shall promptly report to the Bank regarding the use of such Net Proceeds. Any repair, restoration, modification, improvement or replacement

of the Equipment paid for in whole or in part out of such Net Proceeds shall be the property of the City and shall be included as part of the Equipment under this Agreement.

7.4. Discharge of Obligation to Repair or Replace the Equipment. In the event of any loss or damage to or condemnation of the Equipment in an amount not less than \$100,000, the obligation of the City to repair or replace the Equipment under Section 7.2 and Section 7.3 may, at the option of the City, be discharged by causing the resulting Net Proceeds described in Section 7.3, together with any other available funds, to be applied to the prepayment of all or any part of the then outstanding principal components of the Installment Payments in accordance with Section 3.4. If such Net Proceeds and any other available funds exceed the then outstanding principal components of the Installment Payments to be prepaid in accordance with Section 3.4, such excess shall be paid to or retained by the City.

Within one hundred twenty (120) days of the occurrence of an event specified in Section 7.2, the City shall commence, or cause to be commenced, the repair, restoration, modification, improvement or replacement of the Equipment or shall elect, by notice to the Bank, to proceed under the provisions of this Section 7.4.

7.5. Cooperation of Bank. The Bank shall cooperate fully with the City in filing any proof of loss with respect to any insurance policy covering the events described in Section 7.2. In no event shall the Bank or the City voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

SECTION 8. WARRANTIES AND REPRESENTATIONS OF THE CITY

The City warrants and represents to the Bank (all such representations and warranties being continuing) as follows:

(a) The City is a municipal corporation duly created and existing under the laws of the State of North Carolina, and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder;

(b) This Agreement has been duly and validly authorized, approved, executed and delivered by the City, and the performance by the City of its obligations hereunder has been approved and authorized under all laws, regulations and procedures applicable to the City, including, but not limited to, compliance with all applicable public meeting and bidding requirements, and the transactions contemplated by this Agreement constitute a public purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina;

(c) No approval or consent is required from any governmental authority with respect to the entering into or performance by the City of this Agreement and the transactions contemplated hereby, or, if any such approval is required, it has been duly obtained;

(d) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or, to the best of the City's knowledge, threatened, against or affecting the City challenging the validity or enforceability of this Agreement, or the

performance of the City's obligations hereunder, and compliance with the provisions hereof, under the circumstances contemplated hereby, does not and will not in any material respect conflict with, constitute on the part of the City a breach of or default under, or result in the creation of a lien or other encumbrance on any property of the City (except as contemplated herein) pursuant to any agreement or other instrument to which the City is a party, or any existing law, regulation, court order or consent decree to which the City is subject;

(e) A resolution authorizing the execution, delivery and performance of the Agreement has been duly adopted, is in full force and effect, and has not been in any respect amended, modified, revoked or rescinded;

(f) The Equipment is essential to the proper, efficient and economical operation of the City and the delivery of its service and the Equipment will provide an essential use and permit the City to carry out public functions that it is authorized by law to perform; and

(g) The security interest granted by the City to the Bank in the Equipment shall have been duly perfected (except as otherwise described in Section 6.1 with respect to the Equipment constituting vehicles) and shall constitute a first lien security interest in the Equipment, subject to any encumbrances permitted by Section 6.2 hereof.

SECTION 9. INDEMNIFICATION

To the extent permitted by applicable law, the City hereby agrees to indemnify, protect and save the Bank and any member, director, officer, agent and employee of the Bank harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment, including without limitation, the possession, condition or use thereof. The indemnification arising under this section shall continue in full force and effect notwithstanding the payment in full of all obligations under this Agreement.

The indemnification provided for herein shall not be construed as a waiver of any applicable defense of governmental, statutory, or common law immunity by either party, and shall not prevent the parties from asserting any defense of such immunity: provided that if a court of competent jurisdiction determines no such immunity applies, the indemnity provided for herein shall apply.

Notwithstanding the foregoing, the Bank and City acknowledge and agree that the City is not deemed to have waived any defenses against a claim for indemnification by the Bank, including without limitation the defenses (i) that the City is not authorized to indemnify against claims, and (ii) such indemnification against claims is contrary to public policy or other similar defenses. The parties acknowledge that the authority of a municipality to indemnify against claims has not been established by any North Carolina statute or court decision.

SECTION 10. DISCLAIMER OF WARRANTIES

10.1. No Representations by the Bank. The City acknowledges that it has inspected the Equipment and found the Equipment to be satisfactory and acknowledges and agrees that it has selected the Equipment based upon its own judgment and disclaims any reliance upon any statements or representations made by the Bank with respect thereto.

10.2. Disclaimer By the Bank. THE BANK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

SECTION 11. DEFAULT AND REMEDIES

11.1. Definition of Event of Default. The City shall be deemed to be in default hereunder upon the happening of any of the following events of default (each, an “Event of Default”):

- (a) The City fails to pay any Installment Payment when due; or
- (b) The City fails to budget and appropriate money sufficient to pay all Installment Payments coming due in the following Fiscal Year of the City; or
- (c) The City deletes from its duly adopted budget any appropriation for the purposes specified in clause (b) above; or
- (d) The City fails to perform or observe any term, condition or covenant of this Agreement on its part to be observed or performed, other than as referred to in clauses (a), (b) or (c) above, or breaches any warranty by the City herein contained, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Bank, unless the Bank agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the City within the applicable period and diligently pursued, the City shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued; or
- (e) Any bankruptcy, insolvency or reorganization proceedings or similar litigation, is instituted by the City, or a receiver, custodian or similar officer is appointed for the City or any of its property, and such proceedings or appointments are not vacated or fully stayed within 90 days after the institution or occurrence thereof; or
- (f) Any representation, warranty or statement made by the City herein or in any other document executed or delivered in connection herewith is found to be incorrect or misleading in any material respect on the date made; or
- (g) An attachment, levy or execution is levied on or against any of the Equipment.

11.2. Remedies on Default. Subject to Section 13 hereof entitled “Limited Obligation of the City,” upon the occurrence of any Event of Default, the Bank may exercise any one or more of the following remedies as the Bank in its sole discretion shall elect:

- (a) Declare the entire principal amount of the Installment Payments and all accrued interest and other charges immediately due and payable without notice or demand to the City;

(b) Proceed by appropriate court action to enforce performance by the City of the applicable covenants of this Agreement or to recover for any breach thereof;

(c) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved hereunder and to sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the City, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition, toward the balance due under this Agreement and, thereafter, to pay any remaining proceeds to the City; or

(d) Pursue any other remedy available at law or equity to the Bank.

In addition to the foregoing, from and after the occurrence and during the continuance of an Event of Default, all amounts payable under this Agreement shall bear interest at the Default Rate until paid.

11.3. Further Remedies. All remedies of the Bank are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. The City agrees to pay to the Bank all court costs and reasonable attorney fees incurred by Bank in enforcing the Bank's rights and remedies under this Agreement.

SECTION 12. ASSIGNMENT

12.1. Assignment by the City. The City agrees not to sell, assign, lease, sublease, pledge or otherwise encumber or suffer a lien or encumbrance upon or against any interest in this Agreement or the Equipment (except for the lien and security interest of the Bank) without the Bank's prior written consent, which consent shall not be unreasonably delayed, conditioned or denied. The City's interest in this Agreement may not be assigned or transferred by operation of law.

12.2. Assignment by the Bank. Except as set forth below, the Bank may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, the Bank's rights to receive Installment Payments payable to the Bank hereunder. Any assignment made by the Bank or any subsequent assignee will not purport to convey any greater interest or rights than those held by the Bank pursuant to this Agreement.

The City agrees that this Agreement may become part of a pool of obligations at the Bank's or its assignee's option. Any assignment by the Bank may be only to a bank, insurance company, or similar financial institution. Notwithstanding the foregoing, no assignment or reassignment of the Bank's interest in this Agreement will be effective unless and until the City receives a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The City agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the City, and the City will

keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the City will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge such assignment in writing, but such acknowledgment will in no way be deemed necessary to make the assignment effective.

SECTION 13. LIMITED OBLIGATION OF THE CITY

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, ANY FAILURE OR REFUSAL BY THE CITY TO APPROPRIATE FUNDS, WHICH RESULTS IN THE FAILURE BY THE CITY TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBLIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE CITY IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT, AND THE TAXING POWER OF THE CITY IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

SECTION 14. TAX-EXEMPT INTEREST

14.1. Intent of Parties. It is the intention of the parties hereto that the interest portion of the Installment Payments paid by the City to the Bank under this Agreement shall be tax-exempt under Section 103 of the Code.

14.2. Determination of Taxability. In the event of a Determination of Taxability, the interest rate payable under this Agreement, from and after the Inclusion Date, shall be adjusted to preserve the Bank's after-tax economic yield with respect to the interest components of the Installment Payments, taking into account any interest expense deductions lost by the Bank as a direct or indirect result of the City's actions. In addition, the City shall pay to the Bank, to the fullest extent permitted by applicable law, (i) an amount necessary to reimburse the Bank for any interest, penalties, or other charges assessed by the Internal Revenue Service and the Department of Revenue by reason of the Bank's failure to include the interest portion of the Installment Payments in its gross income for income tax purposes, and (ii) upon request of the Bank, additional interest as a result of the increase in the interest rate on all previous payments made by the City after the Inclusion Date. In the event of a Determination of Taxability, the Bank shall

provide the City with a new Payment Schedule which reflects the new interest rate which will replace the Payment Schedule attached hereto.

14.3. Duty to Notify the Bank. The City agrees to give prompt written notice to the Bank upon the City's receipt of any oral or written notice or information from any source whatsoever to the effect that a Determination of Taxability has occurred.

SECTION 15. MISCELLANEOUS

15.1. Waiver. No covenant or condition of this Agreement can be waived except by the written consent of the Bank. Any failure of the Bank to require strict performance by the City or any waiver by the Bank of any terms, covenants or conditions herein shall not be construed as a waiver of any other breach of the same or any other term, covenant or condition herein.

15.2. Severability. In the event any portion of this Agreement shall be determined to be invalid under any applicable law, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

15.3. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of North Carolina, excluding any choice of law provision that would apply the laws of any jurisdiction other than North Carolina.

15.4. Notices. Any and all notices, requests, demands, and other communications given under or in connection with this Agreement shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

City: City of Goldsboro, North Carolina
200 N. Center Street
Goldsboro, North Carolina 27530
Attn: Finance Director

Bank's Address: Pinnacle Bank, a Tennessee bank
3515 Glenwood Avenue, Suite 100
Raleigh, North Carolina 27612
Attn: Margaret C. Melton, Senior Vice President

15.5. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

15.6. Entire Agreement. This Agreement, together with the Exhibits and attachments hereto, constitutes the entire agreement between the parties and this Agreement shall not be modified, amended, altered or changed except by written agreement signed by the parties.

15.7. Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

15.8. Time. Time is of the essence of this Agreement and each and all of its provisions.

15.9. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

15.10. Agreement. The Bank is entering into this Agreement as evidence of a privately negotiated loan and in that connection the Agreement shall not be (i) assigned a separate rating by any municipal securities rating agency; (ii) registered with The Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by CUSIP Global Services.

15.11. No Advisory Services. The City acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the City and the Bank in which the Bank is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) Bank has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Bank has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations Bank has to the City with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

15.12. E-Verify. The Bank understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Bank uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Bank will not use any subcontractor in connection with the transactions contemplated by this Agreement.

15.13. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF GOLDSBORO, NORTH CAROLINA

By: _____
Matthew S. Livingston
City Manager

(SEAL)

Attest: _____
Laura Getz, City Clerk

PINNACLE BANK, a Tennessee Bank

By: _____
Margaret C. Melton
Senior Vice President

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

Catherine F. Gwynn
Finance Director

Local Government Commission
Signature Page for Installment Financing Agreement in the
amount of \$3,759,000 by and between Pinnacle Bank, a Tennessee bank and
the City of Goldsboro, North Carolina dated as of May 12, 2026

This Agreement has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

By: _____
Denise Canada, Secretary
Local Government Commission

EXHIBIT A
FORM OF REQUISITION

PROJECT FUND REQUISITION

[To Be Prepared on Borrower's Letterhead for Submission]

[Date]

Pinnacle Bank, a Tennessee bank, as Custodian
Attn: Margaret C. Melton
Maggie.melton@PNFP.COM

RE: Request for disbursement of funds from the Project Fund related to the Installment Financing Contract, dated as of May 12, 2026, between the City of Goldsboro, North Carolina and Pinnacle Bank, a Tennessee bank (the "Contract")

Ladies and Gentlemen:

The City of Goldsboro, North Carolina (the "Borrower"), requests the disbursement of funds from the Project Fund established under the terms and provisions of the Contract for the following Equipment and/or related closing costs of the above-referenced Contract:

[insert description of Equipment and/or related closing costs]

This is requisition number ____.

Disbursements will be made to the [Borrower][Vendor] as follows:

Amount:

Applicable Vendor Invoices:

Description of Equipment and/or related closing costs:

To receive funds via wire transfer please include:

Receiving Bank:

ABA Routing Number:

Beneficiary Name:

Beneficiary Physical Address:

Account Number:

The Borrower makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment of the costs of the Equipment and/or related closing costs under the Contract.
2. The requested disbursement has not been subject to any previous requisition.
3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
5. Each amount requested for payment in this requisition either (a) represents reimbursement to the Borrower for a cost related to either the Equipment and/or related closing costs of the Contract which have been previously paid by the Borrower, or (b) as directed by the Borrower in this requisition, will be paid by the Custodian from the Project Funds directly to the third party vendors described in this requisition to provide for payment of the costs of Equipment and/or related closing costs of the Contract.
6. Attached is evidence that demonstrates that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF GOLDSBORO, NORTH CAROLINA

By: _____
Name: _____
Title: _____

APPROVED BY PINNACLE BANK,
A TENNESSEE BANK:

By: _____
Name: _____
Title: _____

EXHIBIT B
PAYMENT SCHEDULE

Installment Financing Agreement Date: May 12, 2026

City: City of Goldsboro, North Carolina

Loan Amount: \$3,759,000

The interest rate is 3.23% per annum fixed. Interest on the Loan Amount is calculated and imposed on the unpaid balance of the Loan Amount based on the payment schedule set forth on Exhibit B-1 attached hereto. The Loan Amount plus interest shall be repaid by the City to the Bank in annual installments of principal and interest on each March 1, as set forth on Exhibit B-1 attached hereto.

From and after the occurrence, and during the continuance, of an Event of Default, the Interest Rate used to calculate Installment Payments under this Payment Schedule shall be the Default Rate.

CITY OF GOLDSBORO, NORTH CAROLINA

By: _____
Catherine F. Gwynn
Finance Director

Date: May 12, 2026

EXHIBIT B-1
AMORTIZATION SCHEDULE

Date	Installment Payment Principal Component	Installment Payment Interest Component	Total Installment Payment
03/01/2027	\$554,000.00	\$97,469.82	\$651,469.82
03/01/2028	546,000.00	103,521.50	649,521.50
03/01/2029	565,000.00	85,885.70	650,885.70
03/01/2030	584,000.00	67,636.20	651,636.20
03/01/2031	604,000.00	48,773.00	652,773.00
03/01/2032	171,000.00	29,263.80	200,263.80
03/01/2033	175,000.00	23,740.50	198,740.50
03/01/2034	181,000.00	18,088.00	199,088.00
03/01/2035	187,000.00	12,241.70	199,241.70
03/01/2036	192,000.00	6,201.60	198,201.60

EXHIBIT C

INCUMBENCY AND AUTHORIZATION CERTIFICATE

In connection with the execution and delivery by the City of Goldsboro, North Carolina (the “City”) of an Installment Financing Agreement dated May 12, 2026 (the “Agreement”) with Pinnacle Bank, a Tennessee bank (the “Bank”), the undersigned officers of the City hereby certify as follows:

(1) They are duly elected or appointed, qualified and acting incumbents of their respective offices of the City and as such are familiar with its books and corporate records. As of the date of this certificate, the persons named below are duly qualified and acting incumbents of their respective offices of the City and as such are familiar with its books and corporate records.

(2) Charles Gaylor is presently the duly elected Mayor of the City. Matthew S. Livingston is presently the duly appointed City Manager. Catherine F. Gwynn is presently the duly appointed Finance Director. Laura Getz is presently the duly appointed City Clerk. Such appointments are in full force and effect on the date hereof.

(3) The persons named below were on the date or dates of the execution of the Agreement and are on the date hereof the duly appointed and qualified incumbents of the offices of the City appearing at the left of their respective titles and the signatures appearing at the right of their respective titles are their genuine signatures:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Matthew S. Livingston	City Manager	_____
Catherine F. Gwynn	Finance Director	_____
Laura Getz	City Clerk	_____

(4) The persons named above were authorized, together and individually, by a resolution of the governing body of City passed in a regular meeting held on May 4, 2026 to execute and deliver on behalf of the City the Agreement to evidence the obligation of the City in connection with the financing of the Equipment (as defined in the Agreement), together with all other documents and instruments required and contemplated by the Agreement, and to carry out the terms of all of the foregoing, all under and pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended. Such resolution was adopted at a meeting duly called and held on such date, at which meeting a quorum was present and acting throughout. Such resolution has not been amended, rescinded, terminated or otherwise revoked and is in full force and effect.

(5) The seal of the City is the same seal of which an impression appears below and on the Agreement.

(6) No litigation of any kind is now pending or, to the best of my information, knowledge and belief, threatened to restrain or enjoin the execution or delivery of the Agreement, or in any manner questioning the proceedings and authority under which the Agreement has been executed and delivered, or affecting the validity of such documents.

(7) The City has obtained the proper authorization to execute and deliver the Agreement and all related documents necessary to complete the transaction contemplated thereby.

(8) The Agreement has been duly authorized, executed and delivered by the City. Assuming the due authorization, execution and delivery of such agreement by the Bank, such agreement constitutes a legal, valid and binding agreement of the City enforceable against the City in accordance with its terms. Such obligation does not constitute a pledge of the faith and credit of the State of North Carolina or of any municipality or other political subdivision of the State, including the City. The rights and enforceability of the obligations of the City under such agreement may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium or other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity.

(9) There has been no material adverse change in the financial condition of the City since the date of the last annual financial statement of the City provided to the Bank.

IN WITNESS WHEREOF, we have duly executed this certificate and have affixed to it the official seal of the City of Goldsboro, North Carolina on this 12th day of May, 2026.

Matthew S. Livingston
City Manager

Catherine F. Gwynn
Finance Director

Laura Getz
City Clerk

(SEAL)

**EXHIBIT D
EQUIPMENT**

2025 Chevy Tahoe LS
Equipment for 2025 Dodge Durango (8)
2025 Dodge Durango Pursuit (8)
Nutanix Storage Expansion
Remote Cameras for Police and Parks and Recreation
Motorola Portable Radios (40)
Integrated Ballistic Identification System and NIBIN Cartridge Cases Acquisition & Triage Package
Portable Radios & Equipment for Officers (25)
2025 F250 Crew Cab Pickup
Kubota Backhoe Attachment with Bucket
Kubota Tractor with Front End Loader
Greens Mower
2025 F150
JD 444 G Front Loader
John Deere 5090 E cab Tractor
Western Stare 47 X tandem Axel dump truck
2025 Freightliner Dump truck
2025 Mack New Way Rotopac
2027 Spartan Pumper

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Consideration of Regional Wastewater Merger Option

DEPARTMENT: City Manager's Office

BACKGROUND:

The City of Goldsboro sponsored a State grant to facilitate the interest and feasibility of a regional waste water system for the Wayne County municipalities and Wayne County. The facilitative process started three years ago with several group meetings of the municipalities and County.

DISCUSSION:

The facilitative process arrived at two Term Sheets. Term Sheet A is proposed by Wayne County as a Regional Authority operating a sewer system. Term Sheet B is proposed by City of Goldsboro maintaining the ownership and operation of the sewer system/plant while providing those services to the region. The process is winding down and is now ready for direction.

Term Sheet A and B are attached. CD Smith, contracted facilitator, will present the two Term Sheets and provide additional information.

BUDGET RELATIONSHIP:

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is the City Manager's recommendation that Term Sheet B is endorsed by the City Council and direct the City Manager to engage with Wayne County municipalities in individual merger discussions.

MANAGER'S RECOMMENDATION:

APPROVERS

Sakeithia Reece
Laura Getz
Matthew Livingston



Project Update – Wastewater Merger/Regionalization
Feasibility Study

City of Goldsboro
City Council Meeting
5/4/26



Benefits of Regional Utility Consolidation



Supports economic development and strong communities

Enhanced career opportunities and training



Allows for consolidation of debt



Increased resiliency to the risk of +/- changes in customer base



Leverages economies of scale to lower costs



More effectively meet environmental regulations



Enhances long-term sewer viability



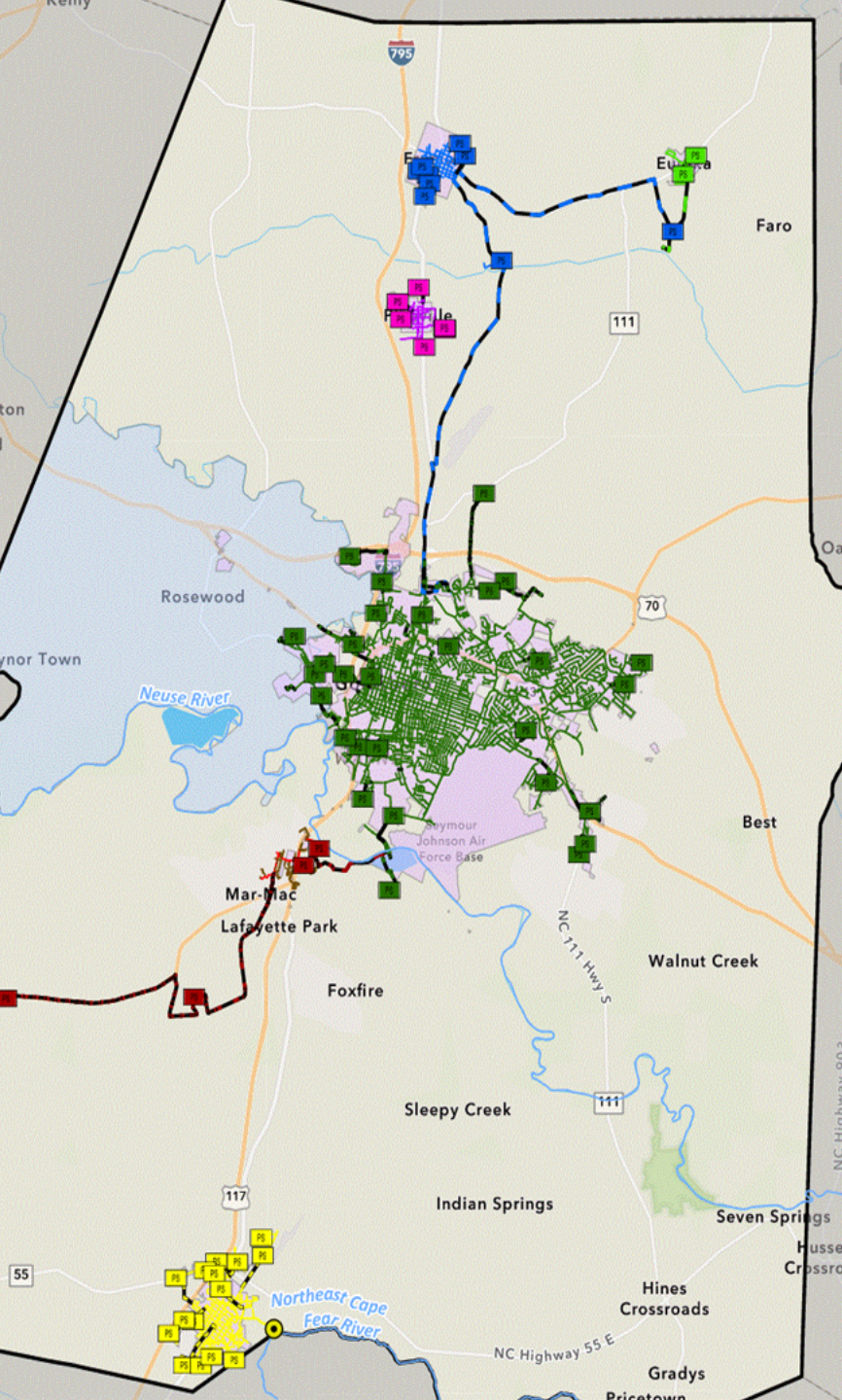
Potential for more favorable loan and grant options

Wastewater Merger Study History & Background

- The City and surrounding areas have a long history of regional collaboration when it comes to wastewater
 - Primary Example: for several decades, a number of local municipalities have sent their wastewater to the City's Wastewater Treatment Plant
- In 2020 NCDEQ established the Viable Utilities Program, in response to widespread “stress” being seen in smaller utilities across the State
 - VUP aims to help distressed publicly water & wastewater systems improve their financial and operational viability
 - Distressed Utilities are eligible for special grants and loans under the VUP
 - Multiple municipalities in the Wayne County area received grants for Wastewater Planning Studies under the VUP program
 - The State helped to coordinate Merger/Regionalization Study, starting 2023, that incorporated 6 local municipalities to study wastewater merger options

Merger/Regionalization Feasibility (MRF) Study – Primary Stakeholders

- City of Goldsboro
- Wayne County
- Town of Eureka
- Town of Fremont
- Town of Pikeville
- Town of Mount Olive
- NCDEQ / Viable Utilities Branch



Regionalization Study Timeline

■ NCDEQ/DWI Provided Funding for the following steps:

- Systems Assessments and Planning Study (using AIA Grants) Started for Wayne County, Goldsboro, Fremont, Pikeville, and Eureka (Mt Olive's was previously completed under consent order)
- MRF 1.0 Grant (\$100K) – Awarded in 2022 (commenced Jan-2023)
- MRF 2.0 Grant (\$260K) – Awarded in 2024 (commenced Apr-2025)

■ MRF Phase 1a (Jan-'23 to May-'24):

- Assembled technical information on each system, including financial information, condition assessments, capital projects, etc.
- Facilitated stakeholder discussions/workshops
- Identified 10+ options for regionalization; and narrowed it down to the top 2 Options
- Outlined a plan for moving forward (MRF2.0)

MRF Phase 1B (Feb-'25 to Apr-'26)



Kickoff Meeting, GWRWC Charter



Workshop 1 – Comparing Two Regional Sewer Alternatives (Information Only)



Workshop 2 – Final Comparison and Selection of Preferred Alternative



Workshop 3 – Additional Discussion -or- Planning for Phase 2 (Implementation Plan)

Governance Options Being Considered

Option A

Merge individual wastewater systems into a new Regional Wastewater Authority

Option B

Merge individual wastewater systems under the City of Goldsboro

A written Framework Document describing each Option was prepared and discussed in Workshops #2, #3

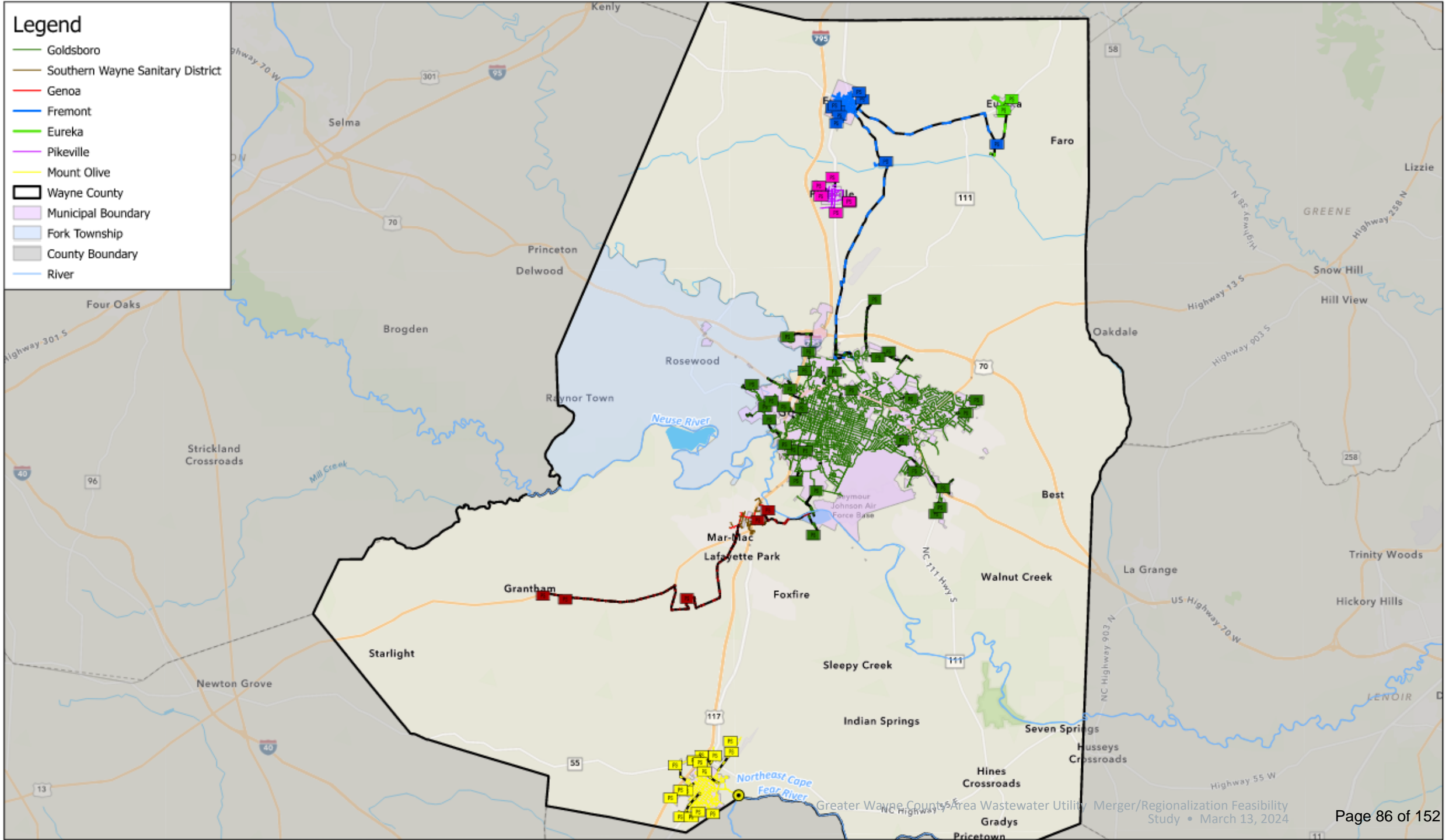
A consensus decision was not reached at the conclusion of Workshop #3, but discussions remaining ongoing



QUESTIONS + DISCUSSION

Legend

- Goldsboro
- Southern Wayne Sanitary District
- Genoa
- Fremont
- Eureka
- Pikeville
- Mount Olive
- ▭ Wayne County
- ▭ Municipal Boundary
- ▭ Fork Township
- ▭ County Boundary
- River



Proposed Acquisition and Regionalization of Wastewater Systems – Option B

1. Purpose

This framework establishes the structure for the creation of a regional wastewater utility owned and operated by the City of Goldsboro through the voluntary transfer of wastewater infrastructure from participating municipalities and districts. The framework enables municipal growth opportunities, transfers the risks of operation and ownership of the wastewater utility from the smaller communities to a larger community, and establishes a unified wastewater system capable of meeting long-term regulatory, infrastructure, and growth needs of the entire region.

2. Parties

- Acquiring Entity: City of Goldsboro (“Goldsboro”)
- Transferring Entities (“Participating Communities”) – one or more of the current MRF participants
 - Wayne County
 - Town of Mount Olive
 - Town of Pikeville
 - Town of Fremont
 - Town of Eureka

3. Transaction Overview

- Goldsboro would acquire all wastewater system assets (collection systems, treatment facilities, easements, permits, and associated property) of the Participating Communities.
- Upon closing, the acquired systems would be owned, operated, and maintained by Goldsboro as part of a single, integrated regional wastewater utility.
- Risk associated with the ownership and operation of the regional wastewater system would be borne by Goldsboro.
- The transaction would be effectuated through separate but coordinated Asset Transfer Agreements between Goldsboro and each Participating Community.

4. Purchase Price

Purchase Price: \$1.00 per Participating Community.

The purchase price reflects the public-purpose nature of the transaction and is not intended to represent fair market value.

5. Assumption and Treatment of Existing Debt

- Goldsboro shall assume debt associated with wastewater system assets.
- Legacy debt service shall be recovered through a wastewater rate surcharge assessed to customers within the geographic service area that benefited from the original debt issuance.
- Legacy debt recovery surcharge will sunset upon final retirement of each obligation.

6. Utility Brand and Identity

- Following closing, the combined system shall operate under a regional wastewater utility name (to be mutually agreed), rather than the City of Goldsboro Utilities name.
- Branding elements may include:
 - A regional utility name
 - Unified billing and customer communications
 - Recognition of Goldsboro as the owner and operator
- Rebranding shall not create a separate legal entity

7. Governance Structure

Overall Theme: Goldsboro retains ownership of assets, financing of debt, rate setting and operational responsibility for the sewer system. The Regional Wastewater Advisory Board will have primary oversight of non-operational issues, including: planning, capacity, partnership, and rate methodology. City Council has final authority where municipal risk exists (debt, rates, etc.). Regional Board has authority where regional equity, predictability, or growth impacts exist.

- Legal Governance:
 - The wastewater utility shall remain a department of the City of Goldsboro.
 - Ultimate authority rests with the Goldsboro City Council and City Manager, consistent with Goldsboro’s manager-council form of government.
- Regional Wastewater Advisory Board
 - A Regional Sewer Advisory Board shall be established to provide oversight, member representation, and guidance to the Regional Wastewater System.
 - Any wastewater system related topic that is presented to the City Council for approval/ratification shall be accompanied by a report out by a representative of the Advisory Board, along with a written statement of position on the topic from the Advisory Board.

UPDATED DISCUSSION DRAFT – TERM SHEET B

- It is the intent that the City Council; recognizing that the City has representation on the Advisory Board, will work in the spirit of cooperation and endeavor to uphold the recommendations of the Advisory Board.
- Membership:
 - Representatives from Goldsboro and each Participating Community
 - Representation from each Participating Community will be governed by weighted vote in proportion to aggregate flow from each community to the merged wastewater system
 - No representative shall have more than 49% of the vote on the Advisory Board
 - The intent is to use a similar Board composition and concept as was proposed by the County in their framework
- Role:
 - Advisory board shall on an annual basis review budgets, capital plans, and rate proposals
 - Advisory board shall on an annual basis be provided with a budget for operations sufficient to investigate and inform opinions on all matters regarding budgets, capital plans, and rate proposals.
 - Advisory Board shall hold public hearings before any rate proposals and provide input to Goldsboro City Council on any rate proposals
 - Provide regional coordination and policy input
 - The Advisory Board shall have no legal, fiduciary, or operational authority or obligation.
- Areas Delegated to Regional Authority Board
 - Long-Range Planning and System Policy
 - Capacity Allocation and Growth Management
 - Review of Capital Improvement Planning (CIP)
 - Financial Review, Rate Studies and Rate Methodology
 - RFQ/RFP for Professional Services
 - Pursuit of Project Funding and Grant Opportunities
 - Review of Annual Budget
 - Approve Entry/Exit Rules for Members
- Areas Reserved to Goldsboro City Council
 - Asset Ownership and Debt Financing
 - Adoption of Annual Budget and CIP
 - Rate Ordinance Adoption

- Governance Safeguards
 - Regional Board should require a super majority voting for important issues (growth, capacity allocation, and rate setting methodology)
 - Goldsboro would still likely need to retain a reversion clause that if a decision of the regional board violated the law or a bond covenant or could cause a material risk to Goldsboro that it would override it.
 - If the City Council overrides the decisions by the Regional Board, it shall be required to provide justification for that in writing.

8. Rates and Financial Integration

- Goldsboro will develop and adopt:
 - A unified regional rate structure for ongoing operations and capital investment, and
 - System-specific rate components as necessary to recover legacy debt or address materially different cost drivers.
- Rates shall be:
 - Cost-of-service based
 - Transparent and defensible
 - Periodically reviewed through formal rate studies
- Financial records shall maintain sufficient segregation to demonstrate equitable cost recovery among former systems

9. Capital Improvement Planning

- Goldsboro will integrate all acquired assets into a single, prioritized Capital Improvement Plan (CIP).
- Near-term capital needs identified in prior studies (e.g., I&I reduction, regulatory compliance) shall be explicitly recognized.
- Capital prioritization will consider:
 - Regulatory risk
 - System condition
 - Regional benefit
 - Affordability impacts

10. Employees and Operations

- Existing wastewater employees of Participating Communities shall be:
 - Offered employment by Goldsboro, subject to standard hiring practices, or
 - Transitioned through mutually agreed alternatives.
- **Goldsboro will assume responsibility for all operations, maintenance, billing, customer service, and regulatory compliance.**

11. Growth and Land Use Considerations

- Formal recognition by Goldsboro of all local planning ordinances or districts each Participating Community may have in place

12. Conditions Precedent

- Completion of reasonable due diligence by both Goldsboro and Participating Communities, including access to all financial, engineering, operational records, and site visits
- Approval by governing bodies of all Parties and Goldsboro.
- Completion of required public notices and hearings.
- Execution of definitive Asset Transfer Agreements.
- Receipt of any required regulatory or lender consents.

13. Non-Binding Nature

This term sheet is intended solely as a statement of conceptual agreement and is non-binding and subject to continued negotiation, documentation, and local legislative reviews approval.

Overcoming the Final Objection: Governance and Control

A key concern is that the City of Goldsboro may be unwilling to fully transfer ownership of its wastewater system to a regional authority.

If Goldsboro were to retain ownership of its system while providing sewer service to the entire county, the sewer governing committee would function in a limited capacity, with major decisions—including borrowing, capital improvements, and rate setting, subject to approval by the Goldsboro City Council.

While this approach preserves local control for Goldsboro, it creates structural challenges for a true regional system.

- Limits the sewer committee’s ability to independently finance and deliver large-scale infrastructure improvements
- Restricts timely decision-making needed to meet regulatory requirements and growth demands
- Creates uncertainty for participating municipalities regarding long-term planning and cost allocation
- Concentrates decision-making authority in a single jurisdiction rather than a balanced regional structure
- Limits future growth in Wayne County and other municipalities to be controlled by 4 members of Goldsboro City Council

The Lease Option: A Practical and Balanced Solution

The lease option is designed to address governance concerns while enabling a true functional regional authority.

Under this structure, Goldsboro retains ownership while the Authority assumes operational control, compliance responsibility, capital planning, and financing authority.

- Ownership remains with the City
- Operational and regulatory risk transfers to the Authority
- No immediate sale decision required
- Authority maintains independence to function effectively

1. Purpose

This framework establishes the structure for the creation of the Wayne County Regional Sewer Authority and the voluntary transfer or lease of wastewater infrastructure.

It recognizes historic investments, ensures equitable compensation, preserves municipal growth, and provides a unified system for long-term needs.

2. Participating Members

City of Goldsboro; Wayne County; Town of Mount Olive; Town of Pikeville; Town of Fremont; Town of Walnut Creek; Eureka.

3. Engineering Valuation

All system valuation, infrastructure condition assessments, grant offsets, and deferred maintenance calculations shall be determined by the engineering firm designated by the Authority.

Determinations are final and binding except for mathematical errors.

4. Asset Ownership & Lease Structure

Municipalities may retain ownership of wastewater assets.

Assets may be leased under a long-term triple net lease at a nominal lease payment of \$10 for an initial term of 20 years with automatic renewals.

- Allows participation without asset sale
- Preserves ownership
- Transfers operational responsibility
- Reduces political risk
- Allows future evaluation and flexibility

5. Assumption of Operational Control for the Lease Period or upon Sale

Participating municipalities and districts shall voluntarily transfer or execute a lease all wastewater treatment plants, pump stations, interceptors, and core collection system assets.

The Authority assumes operations, regulatory compliance, capital improvements, and expansion.

6. Purchase Option for Leased Systems

Municipalities may sell assets at any time.

Purchase price is based on historic investment less grants, deferred maintenance, required improvements, authority-funded improvements, and predetermined annual depreciation.

7. Financial Structure

Rates include operating costs, capital, and reserves.

Capital reserves are maintained at 15–25%.

Inflation adjustments applied annually.

8. Governance Structure

Board (8 seats):

- Goldsboro – 2
- Wayne County – 1
- Mt. Olive – 1
- Pikeville – 1
- Fremont – 1
- Walnut Creek – 1
- Sanitary Districts – 1

8.1. WEIGHTED VOTING ALLOCATION

Total weighted vote = 100%:

- Goldsboro: 45%
- Wayne County: 30%
- Remaining Members: 25% (shared proportionally)

Additional members may join within the 25% pool.

No member exceeds 45%.

8.2. VOTING STRUCTURE

Minor decisions require majority and 51% weighted vote.

Operational and administrative matters

Definition of Minor Decisions

“Minor Decisions” shall include day-to-day operational and administrative matters necessary for the ongoing management of the wastewater system that **do not materially affect system-wide financial obligations, governance structure, or long-term capital planning.**

Minor Decisions include, but are not limited to:

- Approval of **annual operating budgets** within established financial parameters
- Routine **maintenance and repair activities**
- Execution and renewal of **standard service, maintenance, and professional contracts**
- Personnel, staffing, and administrative management decisions
- Procurement of goods and services within approved budget limits
- Minor capital expenditures that do not require borrowing or materially impact system capacity
- Implementation of previously approved policies and capital plans

Major decisions require majority and 75% weighted vote.

Definition of Major Decisions

“Major Decisions” shall include but not limited to matters that **materially affect system-wide financial obligations, governance structure, or long-term capital planning.**

Major Decisions include, but are not limited to:

- Debt issuance
- Expansion
- Infrastructure
- Compliance projects
- Bylaws
- Membership
- Priority Service Area Changes
- Asset transfers

9. Priority Service Areas (PSAs)

Municipal ETJs designated as PSAs.

Developers must request annexation.

Authority may provide service if municipality declines.

10. Borrowing Authority

Authority issues all debt subject to LGC approval.

No member government responsible for Authority debt.

11. Employees

All wastewater employees transfer with full compensation and benefits retained.

12. Existing Debt

Municipalities retain existing wastewater debt unless it is included in the computation of purchase.

13. Key Principle

No single entity can control the system and no single entity can prevent it from functioning.

**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Contract Award for the FY25-26 Pavement Preservation Program Formal Bid No. 2026-001

DEPARTMENT: Engineering

BACKGROUND:

The City Council adopted Resolution No. 2025-78 on October 6, 2025, approving the FY25/26 Pavement Preservation Program. The approved list is attached delineating the street sections and identifying highlighted streets that were proposed for micro resurfacing. The micro resurfacing streets were discussed at the pre-bid conference amongst contractors, staff, and WithersRavenel, the City's Consultant for this program. It was brought up by contractors in attendance that micro resurfacing is normally a separate contract and the streets designated for micro resurfacing do not meet the \$250,000 threshold for micro resurfacing contracts. After much discussion, WithersRavenel and staff agreed to delete the street sections recommended for micro resurfacing. With regard to the streets recommended for deletion, the estimated cost for the FY25-26 Pavement Preservation Program is reduced by \$175,000.

The progression of this program is provided as follows:

- February 15, 2026 - Invitation to Bid advertised and provided to prospective bidders
- March 5, 2026 - Pre-bid conference
- March 18, 2026 - Bid opening

The Invitation to Bid that was provided to all prospective bidders contained specific instructions to contractors for submitting bid security documentation, general contractor's license, published addenda, and the bidder's proposal. If these instructions were not adhered to, the bid was disqualified and not opened.

Attendance was not mandatory at the pre-bid conference; however, contractors were responsible for understanding and complying with the written bid documents. City staff reviewed the two envelope submission process at the pre-bid conference.

At the bid opening for the FY25-26 Pavement Preservation Program, six bids were submitted with only three bids being accepted due to insufficient information from three contractors. Bids were submitted by:

- Allen Grading Company
- Barnhill Contracting
- Crumb Construction

- Legion Asphalt*
- Lucas Contracting*
- Turner Asphalt*

*Bid submittal not in compliance with the two envelope submission requirements.

The City proposes to proceed with a recommendation to award to the lowest responsive bidder to the Invitation to Bid.

The bids received and opened for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Barnhill Contracting Co. Rocky Mount, NC	\$1,075,461.53
Allen Grading Company Goldsboro, NC	\$1,172,138.50
Crumb Construction Company Grimesland, NC	\$1,527,755.50

DISCUSSION:

The pavement project consists of approximately 4,100 tons of asphalt resurfacing, 21,700 square yards of milling asphalt pavement, and 2,700 lbs. sealing of existing pavement and joints for the streets approved by Resolution No. 2025-78 at the October 6, 2025, Council Meeting.

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 the FY25-26 Budget. The lowest bid submittal came in under the budgeted amount of \$1,212,000 by \$136,538.47. These funds will be held for future pavement programs or will be available to cover any overruns on the FY25-26 program.

BUDGET RELATIONSHIP:

The FY25-26 Budget includes \$1,212,000 for the Pavement Preservation Program.

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$1,075,461.53 with Barnhill Contracting Company for the FY25-26 Pavement Preservation Program.

MANAGER'S RECOMMENDATION:

APPROVERS

Jonathan Perry

Kelly Arnold

Sakeithia Reece

Laura Getz

Matthew Livingston

RESOLUTION 2026 - 40

**RESOLUTION AWARDING AND AUTHORIZING THE EXECUTION OF A
CONTRACT FOR THE FY25-26 PAVEMENT PRESERVATION PROGRAM FORMAL
BID NO. 2026-001**

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to undertake the FY25-26 Pavement Preservation Program; and

WHEREAS, sealed bids were received on March 18, 2026, for the FY25-26 Pavement Preservation Program; and

WHEREAS, the low bid was submitted by Barnhill Contracting Company of Rocky Mount, North Carolina in the amount of \$1,075,461.53; 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 Barnhill Contracting Company in the amount of \$1,075,461.53 for the FY25-26 Pavement Preservation Program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the Council hereby authorizes the Mayor and City Clerk to execute a contract with Barnhill Contracting Company in the amount of \$1,075,461.53 for the FY25-26 Pavement Preservation Program.

This Resolution shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

FY25-26 PAVEMENT PRESERVATION PROGRAM

STREET NAME:	FROM STREET:	TO STREET:	District	PCR	IMPROVEMENT TYPE:	EST. COST
N Audubon	Mulberry	Ash	3	19	Reconstruction	\$82,500.00
S Audubon	Walnut	Evergreen	3	52	Rehab	\$55,500.00
S Audubon	Evergreen	Pine	3	65	Micro Surfacing	\$10,000.00
S Audubon	Pine	Laurel	3	25	Reconstruction	\$80,000.00
S Audubon	Laurel	Lemon	3	40	Rehab	\$45,000.00
S Audubon	Mimosa	Olivia	3	45	Rehab	\$54,000.00
Weaver	Slocumb	Block Change	4	30	Reconstruction	\$75,000.00
Weaver	Block Change	Highland	4	35	Reconstruction	\$75,000.00
Weaver	Highland	Poplar	4	38	Reconstruction	\$75,000.00
Harris	Franklin	Porter	4	30	Rehab	\$45,000.00
Harris	Porter	Andrews	4	53	Rehab	\$70,000.00
Harris	Andrews	Block Change	4	30	Rehab	\$100,000.00
Harris	Block Change	Madison	4	45	Rehab	\$45,000.00
Harris	Madison	Best	4	35	Rehab	\$50,000.00
Harris	Best	Taylor	4	49	Rehab	\$70,000.00
Harris	Taylor	Claiborne	4	35	Rehab	\$70,000.00
S. Alabama	Spruce	Whitted	1	88	Crack Seal	\$1,000.00
S. Alabama	Whitted	Sherard	1	88	Crack Seal	\$1,000.00
N. Andrews	Walnut	Mulberry	2	88	Crack Seal	\$1,500.00
S. Andrews	Walnut	Evergreen	2	88	Crack Seal	\$1,500.00
N. Audubon	Maple	Edgerton	5	88	Crack Seal	\$1,000.00
N. Audubon	Edgerton	Atlantic	5	88	Crack Seal	\$1,500.00
S. Best	Pine	Laurel	2	88	Crack Seal	\$1,500.00
S. Best	Juniper	Berry	3	88	Crack Seal	\$2,000.00
S. Best	Harris	Stephens	3	88	Crack Seal	\$2,500.00
S. Audubon	Evergreen	Pine	3	65	Micro Surfacing	\$10,000.00
Ben Brewington	Stephens	Cul-De-Sac	4	65	Micro Surfacing	\$20,000.00
Handley Acres	Pineland	Glen Oak	5	65	Micro Surfacing	\$25,000.00
S. Hillcrest	Spence	Elm Street	2	65	Micro Surfacing	\$75,000.00
Scotty	Boyette	Darby	6	65	Micro Surfacing	\$10,000.00
E. Elm	Isler	Denmark	1	65	Micro Surfacing	\$10,000.00
E. Elm	Creech	Dail	3	65	Micro Surfacing	\$10,000.00
E. Elm	Dail	Linwood	3	65	Micro Surfacing	\$5,000.00
E. Elm	Madison	Best	4	65	Micro Surfacing	\$10,000.00
WithersRavenel Task Order						\$44,100.00
Total Project Cost:						\$1,234,600.00

Note: Highlighted streets deleted based on a recommendation by WithersRavenel.



**CITY OF GOLDSBORO
AGENDA MEMORANDUM
MAY 4, 2026 CITY COUNCIL MEETING**

TITLE: Approval of Contract Amendment with Bobbitt Service Solutions for Public Safety Building Improvements

DEPARTMENT: City Manager's Office

BACKGROUND:

At the April 21, 2025 City Council meeting, the Council approved a Design Build contract with Bobbitt Construction to provide design and construction services for a future new public safety facility and renovation of the existing facility. In late 2025, City Council received a presentation about the current conditions at the existing public safety facility. The update included an engineering review. The review concluded the current HVAC and building structure needs improvements to continue to function in the short-term while a long-term solution for a new facility is determined and initiated.

At the February retreat presentation, staff outlined a proposal to address most of the immediate improvements that would improve the building functionality and work environment. The improvements proposed include the following:

- Men and Women Locker Room Remodel
- HVAC and Humidity Repairs
- Exterior Roof, Brick, and Sealant Repairs
- Mold, Lead, and Asbestos Remediation (if needed)
- Selected Men and Women Bathroom Plumbing Repairs

For the past two months, further investigation into the facility's plumbing has revealed that only two of the bathrooms needed renovation. In addition, the team determined that mold and lead are probably not a known immediate concern. With the assistance of the City team, a proposal is now complete.

DISCUSSION:

The selected contractor, Bobbitt, has developed a proposal as summarized:

- \$998,450 for improvements including pre-construction services (architect, permits, contract services), and general conditions (debris removal, project management, insurance and bonds).
- Option that is included: \$32,400 for portable shower facilities during the locker room remodel. NOTE – staff is also reviewing other options and vendors. If a better option is determined, this will be pursued separately from this agreement.

* A balance of \$29,000 remains to be used to expedite the architectural services while finalizing the amended contract.

The Resolution for approval of the amendment is in the amount of \$1,050,000, which should provide sufficient funds for the renovation project.

The estimated time scheduled to complete the renovation is 15 weeks after Notice to Proceed is issued.

The funding for the project is a \$1,625,000 direct allocation grant from the State of North Carolina. The balance of the grant is \$1,400,000. There are adequate funds for this renovation project.

A representative of Bobbitt Construction will be at the City Council meeting to review the scope of the proposal in detail, which is included in the agenda packet.

BUDGET RELATIONSHIP:

The direct allocation grant has been put in a capital ordinance and can be used for this purpose. There are adequate funds still available in the grant.

STRATEGIC PLAN RELATIONSHIP:

STAFF RECOMMENDATION:

It is recommended that Council adopts the attached resolution authorizing the City Manager to execute the Amended Design Build contract with Bobbitt Construction in the amount of \$1,050,000 to construct renovation improvements per the April 24, 2026, Bobbitt Construction Proposal.

MANAGER'S RECOMMENDATION:

APPROVERS

- Sakeithia Reece
- Laura Getz
- Matthew Livingston

RESOLUTION 2026 - 41

RESOLUTION TO AMEND A DESIGN BUILD CONTRACT WITH BOBBITT CONSTRUCTION

WHEREAS, the current Public Safety Complex has exceeded its useful operational life; and

WHEREAS, the cost to totally refurbish and remodel the existing facility is cost-prohibitive; and

WHEREAS, a Request for Qualifications was executed and Bobbitt Construction was selected as the provider, and City Council approved a design build contract on April 21, 2025; and

WHEREAS, this design build process provided an analysis of needs and cost projections to construct a new Public Safety Complex and renovation improvements to the existing facility to make it more operational and functional for the next three to ten years; and

WHEREAS, the City is in receipt of a directed grant for this design process in the amount of \$1,625,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that the Mayor and City Council of the City of Goldsboro, North Carolina, shall authorize the City Manager to execute an Amendment to the original Design Build contract with Bobbitt Construction in the amount of \$1,050,000 to construct renovation improvements per the April 24, 2026, Bobbitt Construction Proposal.

This Resolution shall be in full force and effect from and after May 4, 2026.

Charles Gaylor, IV
Mayor

Attested by:

Laura Getz
City Clerk

GOLDSBORO PUBLIC SAFETY FACILITY PROPOSED FACILITY RENOVATIONS

May 4, 2026



BOBBITT



DAVIS KANE
ARCHITECTS, PA

GOLDSBORO
BE MORE DO MORE SEYMOUR

North Carolina



Current Facility Assessment 9-22-2025

EXISTING FACILITY DEFICIENCIES

- Building Settlement
- Structural Deficiencies
- Compromised Thermal Envelope
- Excessive Humidity within the building



2

Development of Renovation Concepts

PROJECT TEAM

What can we do to make the building environment more comfortable & livable with \$ 1 Million?

CITY OF GOLDSBORO STAFF

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Assistant City Manager
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BOBBITT CONSTRUCTION

Andy Speck
Sr Integrated Project Leader
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Nash Johnson
Construction Manager
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Trae Hobbs
Estimator
trae.hobbs@bobbitt.com



DAVIS KANE ARCHITECTS

Bradley McClung
Project Manager
bmccclung@daviskane.com



What can we do to make the building environment more comfortable & livable with \$ 1 Million?

Camera Sanitary Sewer Lines in the Building – Complete!

- Eliminated concerns that the sanitary sewer lines had either collapsed due to the building settlement or deteriorated to the point of collapse.
- Removed a blockage in the line that had rendered one of the bathrooms in the building unusable.
- Revealed that the sanitary sewer line doesn't have enough slope to properly drain prior to the connection to the sewer main at the street. Flushing the line out will be a quarterly maintenance item.



What can we do to make the building environment more comfortable & livable with \$ 1 Million?

Environmental Comfort:

- Remove (10) abandoned roof fans, cap the hole in roof deck, replace insulation, vapor barrier and roof membrane.
- Add (15) dehumidifiers above ceiling fan coils
- Reseal around exterior wall openings for all windows and doors
- Clean the duct work

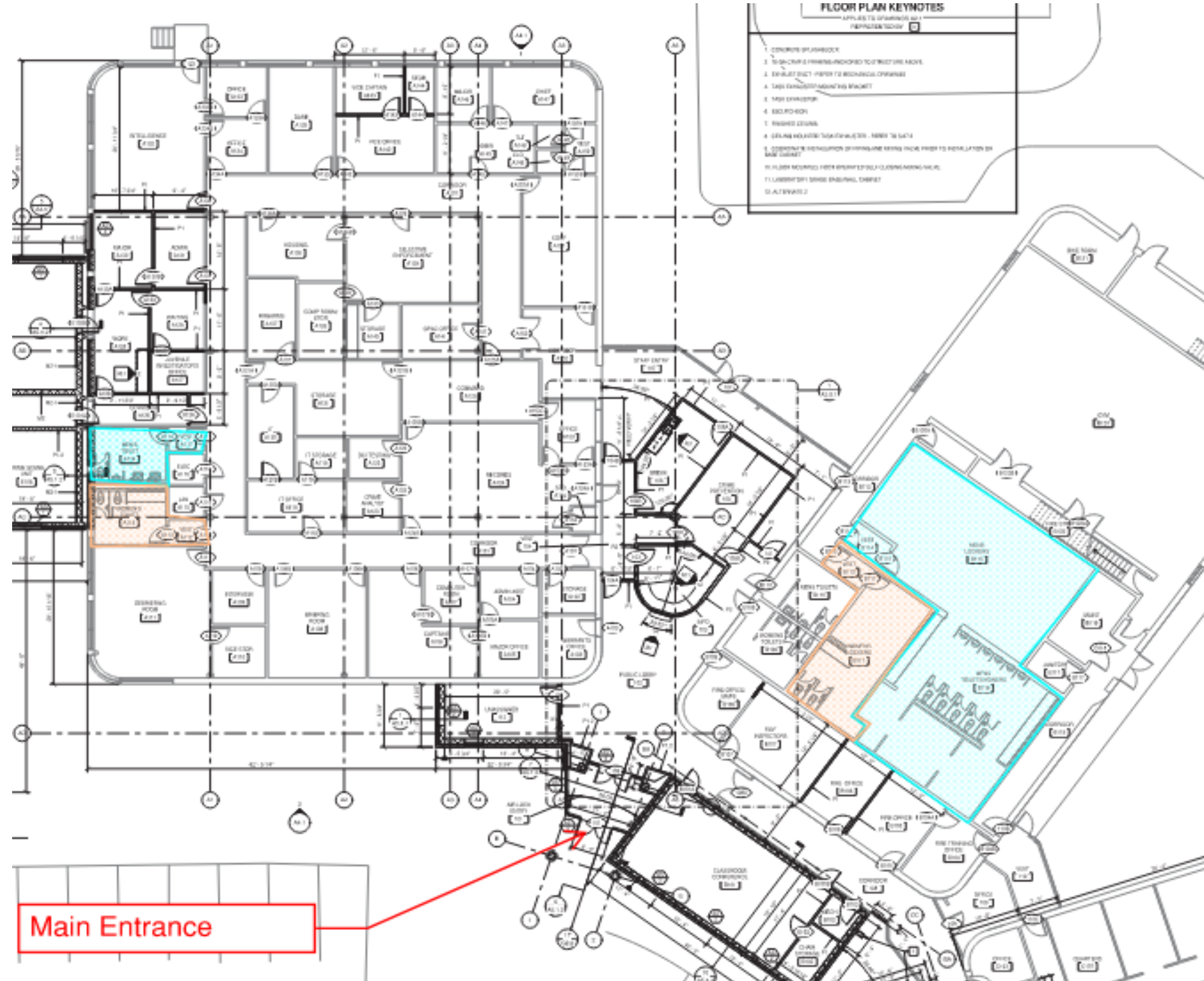


What can we do to make the building environment more comfortable & livable with \$ 1 Million?

Livable:

- Renovate the men's & women's locker rooms with all new fixtures and finishes
- Renovate the men's & women's bathrooms on the Police Side
- Work included:
 - New plumbing fixtures, sinks, toilets, partitions, mirrors, and accessories
 - New tile flooring
 - New floor and wall tile in the showers
 - New Acoustical Ceiling Tile new light fixtures (Locker Rooms Only)
 - Replace electrical receptacles, lights, and switches
 - Repair and paint walls





- FLOOR PLAN KEYNOTES**
 APPLIES TO OPERATIONS BY
 REVISION NUMBER
1. CONCRETE SPLASHBLOCK
 2. TO-SCHEDULE FINISHES/WORKED TO STRUCTURE ABOVE
 3. EXISTING DUCT - REFER TO MECHANICAL DRAWINGS
 4. TAGS EXISTING/PLANNING/AS-BUILT
 5. TAGS EXISTING
 6. EXISTING
 7. FINISHED CEILING
 8. CEILING RELATED TAGS/VALUES - REFER TO SCHEDULE
 9. CEILING & REVISIONS BY FINISH LINE BEING MADE PRIOR TO INSTALLATION OF NEW CABINET
 10. FLOOR MOUNTED FIRE EXTINGUISHER (SELF-CLOSING MOUNTING HOOK)
 11. LAMINATED GLASS ENTRANCE/EXIT
 12. ALTERNATE 2

Main Entrance



Item	Cost
Men's & Women's Locker Rooms	\$ 228,950
Police Men's & Womens' Bathrooms	\$103,250
Exterior Roof and Sealant Repairs	\$ 41,500
Mechanical & Humidity Repairs	\$ 180,750
PreConstruction Services	\$ 80,985
General Conditions and General Requirements	\$ 272,260
Profit & Overhead	\$ 90,770
Total Project Budget	\$ 998,465



Unused Phase I Programming Allowances*	\$ 29,900
Design & Engineering Fees	\$ 22,000
Balance Applied to Construction Contingency	\$ 7,900

* Funds previously approved & allocated to the Phase I Programming for a new Public Safety Building.





Next Steps with Your Approval

Next Steps:

- **Complete Drawings required for permits and trade contractors ~ 3 months**
- **Issue Subcontracts**
- **Start Construction**
 - **Anticipated start: Late August**
 - **Construction Duration: 15 weeks**



GOLDSBORO PUBLIC SAFETY FACILITY RENOVATIONS

May 4, 2026

Questions?



North Carolina

BOBBITT SERVICE PROPOSAL

EXTEND THE LIFE OF YOUR FACILITY—
THE SMART, SIMPLE WAY

CONTACTS

Rob Allen, Director - Service Division

cell (919) 608-3596

robert.allen@bobbitt.com

Nash Johnson, Construction Manager

cell (919) 464-6350

nash.johnson@bobbitt.com

www.bobbitt.com





Construction Proposal

Radius Builds, Inc. dba Bobbitt Service Solutions

2400 Weston Pkwy Cary, NC 27511

Date: 4/24/2026

Company: Goldsboro Public Safety

Contact: Jamie Stanley

Project: Goldsboro PSB Reno

Location: 208 S Center St • Goldsboro, NC 27530

Project Name | Goldsboro PSB Renovations

Project Total

\$998,464.50

We are pleased to submit this proposal for the above-named project. The price for the following scope of work includes material, labor, tools, and equipment. This proposal is valid for 30 days.

Sales tax is not required for capital improvement project. The client is required and responsible for providing an affidavit of capital improvements.

SCOPE OF WORK

Men & Women Locker Room

\$228,950.00

Includes: (1) Men's (1) Women's Fire Department Locker Room

Division 4: Masonry **\$7,000.00**

Masonry Block Repair

Division 6: Woods & Plastics **\$9,200.00**

Laminate Casework

Division 9: Finishes **\$117,500.00**

Demolition
Plaster & Gypsum Board: Metal Studs & Drywal
Ceilings
Flooring / Wall Base
Paint

Division 10: Specialties **\$28,000.00**

Bathroom Partitions, Mirrors & ADA Grab Bars
Existing Conditions Coordination

Division 15: Plumbing **\$44,250.00**

Toilets, Urinals, Sinks, & Floor Drawings
Existing Condition Coordination

Division 15: Mechanical **\$8,500.00**

Supply & Return Grills
Existing Conditions Coordination

Division 16: Electrical **\$14,500.00**

Receptacles, Lights, Switches

Police Men & Women Bathrooms (2 Total)

\$103,250.00

Includes: (1) Men's (1) Women's Police Building A Bathroom

Division 4: Masonry **\$5,000.00**

Masonry Block Repair

Division 9: Finishes **\$52,750.00**

Demolition
Plaster & Gypsum Board: Metal Studs & Drywal
Ceilings
Flooring / Wall Base
Paint

Division 10: Specialties **\$12,500.00**

Bathroom Partitions, Mirrors & ADA Grab Bars
Existing Conditions Coordination

Division 15: Plumbing **\$21,000.00**

Toilets, Urinals, Sinks, & Floor Drawings
Existing Conditions Coordination

Division 15: Mechanical **\$5,000.00**

Supply & Return Grills
Existing Conditions Coordination

Division 16: Electrical **\$7,000.00**

Receptacles, Lights, Switches

Exterior Roof & Sealant Repairs		\$41,500.00
Includes: Entire Roof Area and Specified Window Locations		
Division 4: Masonry		\$10,000.00
Window Sealants		
Division 7: Thermal & Moisture Protection		\$18,500.00
Patch Roofing For Exhaust Fan Removal Roof Inspection		
Division 15: Mechanical		\$13,000.00
Removal of Abandon Roof Exhaust Fans Includes disconnecting of Electrical Circuits Existing Conditions Coordination		

Mechanical & Humidity Repairs		\$180,750.00
Install (15) 60 PPD dehumidifiers in above ceiling fan coils. Utilize existing electrical circuits to feed new dehumidifiers. Condensate to pipe into existing drain piping. Dehumidifiers tie into the return duct on each unit. Includes cleaning and sanitizing ALL duct in the entire building. Excludes Controls & BAS system Excludes replacement of duct work Existing Conditions Coordination		

Pre-Construction Services		\$80,985.00
Construction Contingency Allocated to Design General Liability & Insurance Permitting Coordinator & Fees Constructability Review, Cost Control & Estimating Project Management Contract & Construction Admin		

General Conditions & Requirements		\$272,260.00
Debris Removal & Dump Fees Porta Toilet General Liability & Insurance P&P Bond Safety Constructability & Quality Control Construction & Final Cleaning Construction Aids Full Time Supervision Assistant Project Management Project Management		
Profit & Overhead (10%)		\$90,769.50
Total Project Investment		\$998,464.50

Unused Phase I Programming Allowance		
Total Unused Allowance		\$29,900.00
Design & Engineering Fees		\$22,000.00
Balance Applied to Construction Contingency		\$7,900.00
Project Alternate Adds:		
Temporary Portable Showers		\$32,400.00
Division 1: General Requirements		
Includes: (8) Temporary Portable Showers Includes: (2) Month Rental - (\$16,200) Per Month Includes: (2) Services a Week for Cleaning		

PROJECT TERMS & CONDITIONS

Allowances have been included in this proposal for issues or scopes of work discovered outside the contracted scope of work. Any issues discovered beyond that will need to be presented, discussed, and issued a change order for approval.

In the event Bobbitt Service requires a remobilization out of their control, additional fees will be discussed and invoiced.

Bobbitt Service will need a laydown area to store materials, if necessary.

Includes normal business hours, 7am-5pm, and have not included any weekend or after-hours work.

Scope includes specified work to be done in the Men's and Women's Locker Rooms, two (2) Men's and Women's Bathrooms, HVAC maintenance specified and specified exterior locations of the building.

The town will be required to have someone readily available to escort throughout the duration of the project if required.

Any additional work outside of the proposed scope of work & assumptions and clarifications will be handled through a change order to the contract.

Project allowances & alternates have been listed but not included within the base price of the proposal.

PROJECT SUM

\$998,464.50

ESTIMATED TIME OF COMPLETION

15 weeks

ADDRESS OF OWNER

208 S Center St • Goldsboro, NC 27530

Rob Allen

Director, Service Division

(919) 608-3596

robert.allen@bobbitt.com

Nash Johnson

Construction Manager

(919) 464-6350

nash.johnson@bobbitt.com



Assumptions & Clarifications Date: 4/24/2026

Radius Builds, Inc. dba Bobbitt Service Solutions has made this budget on the following Plans and the Assumptions and Clarifications below.

Radius Builds, Inc. dba Bobbitt Service Solutions will make every good faith effort to meet the specified fixture and material requirements for the project but due to the difficulties in getting specific fixtures and material, Radius Builds, Inc. dba Bobbitt Service Solutions reserves the right to provide a “equal to.” product or material to avoid delays to the project. The following assumptions and clarification supersede any and all previously issued clarification or scope documents.

This estimate is based on current market prices and availability of materials. The market for labor and building materials can be volatile and sudden increases in prices or material shortages may occur based on national and international events. The builder shall be entitled to additional compensation for any material cost increases due to market events that are of no fault of the builder.

DIVISION 01 – GENERAL CONDITIONS

1. This proposal is based on mutually agreeable contract terms and conditions. Clarifications outlined within this document are not intended to be all inclusive and represent a preliminary contract document review. Further coordination review will need to be conducted to provide a complete set of clarifications and assumptions.
2. Radius Builds, Inc. dba Bobbitt Service Solutions budget is based comments made during site walk-throughs.
 - The construction schedule is contingent upon receipt of the latter of the following, written Notice to Proceed, and Contract Execution.
 - We anticipate construction activities shall be allowed to take place in accordance with the local municipality zoning and ordinances.
 - Allowances are for the cost of work only and do not include overhead fees.
3. Scope includes specified work to be done in the Men’s and Women’s Locker Rooms, two (2) Men’s and Women’s Bathrooms, HVAC maintenance specified and specified exterior locations of the building.
4. Part-time Project Management will be dedicated for the duration of the project.
5. We have included the cost of the use of technology systems on the project, ranging from Procore for meetings and documentation control, & photography for additional documentation.
6. General Liability, insurance, performance & payment bond and builders’ risk have been included within proposal.
7. Safety Equipment, Hard Hats, Signage will be provided.
8. Radius Builds, Inc. dba Bobbitt Service Solutions has included the costs of construction dumpsters and debris removal.
9. Porta Toilets have been Included from proposal.
10. Normal business hours from 7:00am to 5:00PM.

Division 1 – General Conditions & Requirements

1. Includes pre-construction services
 - a. Estimating / Quality Control / permitting coordinator.
 - b. Includes minimal building and trade permits
 - c. Excludes site permits.
 - d. Excludes architectural drawings to be submitted for permitting.
 - e. Excludes engineering design and fees. If required will be handled as a PCCO to the contract.
2. Includes temp. toilets, dumpster, debris removal & fees.
3. Includes general liability, safety & insurance.
4. Includes performance & payment bond.
5. Includes safety materials and oversight.
6. Includes temp. protection and floor protection for existing conditions.
7. Includes daily construction cleaning.
8. Includes supervision and project management.
9. Excludes upgrading the existing conditions to meet current code.

ASSUMPTIONS / CLARIFICATION / INCLUSIONS:

Radius Builds, Inc. dba Bobbitt Service Solutions



Division 4 – Masonry

1. Interior:

- a. Includes removing and replacing CMU at Men's and Women's locker rooms.
- b. Includes two (2) men's and women's bathrooms.
- c. Assumes a total of 120 CMU blocks to be removed and replaced.
- d. Assumes 70 CMU blocks to be replaced in the men's & women's locker room.
- e. Assumes 50 CMU blocks to be replaced in the men's & women's Bathroom.
- f. If the number of CMU blocks exceeds the assumed amount (120), there will be additional cost of \$165.00 per block.
- g. Includes daily clean-up of all masonry debris to provided dumpster on-site.
- h. Includes all materials, labor, supervision, and equipment to perform masonry work within this scope.
- i. Excludes repair or replacement of any masonry, block, brick, or structural components not specifically identified in this scope of work.
- j. Excludes one (1) police executive bathroom and two (2) men's and women's bathrooms (plumbing repairs only at these locations).
- k. Excludes repairs to any structural CMU blocks outside of the scope of work,
- l. Excludes repair of any concealed or unforeseen conditions.



2. Exterior:

- a. Includes removing and replacing partial/missing caulking at all specified exterior window frames (approx. 1,350 LF).
- b. Includes application of new exterior-grade sealant to improve weather resistance and water intrusion prevention. Excludes removing and installing one (1) exterior hollow metal door frame.
- c. Excludes repairing brick veneer at all specified exterior wall locations.
- d. Excludes repairing mortar joints at all specified exterior wall locations.
- e. Excludes removing and reinstalling two (2) specified louvers in exterior wall.
- f. Excludes infilling gap with backing filler/sealer and caulk.
- g. Excludes staining of new brick and mortar to match existing.
- h. Excludes any additional exterior brick repairs not specifically identified in the scope of work.



Division 6 – Casework

1. Includes men's and women's locker rooms only.
 - a. Includes furnishing and installing three (3) new laminate countertops.
 - b. Includes standard laminate countertop material with black metal angle leg supports to match existing layout.
 - c. Includes custom fabrication to accommodate a total of ten (9) drop-in sinks.
 - d. Includes providing and installing (9) American Standard drop-in sinks.
 - e. Includes cutting and preparation of sink openings to match existing layout and dimensions.
 - f. Includes standard adhesive, fasteners, and installation materials required for proper installation.
 - g. Includes 4" laminate backsplash.
 - h. Excludes any undermounted ADA laminate cages.
 - i. Excludes Men's & Women's police bathroom vanities.

**ASSUMPTIONS / CLARIFICATION / INCLUSIONS:**

Radius Builds, Inc. dba Bobbitt Service Solutions

Division 7 – Thermal & Moisture Protection

1. Inclusions:

- a. Includes patching the roof at approx.. ten (10) locations with like TPO membrane material to match existing.
- b. Includes all necessary insulation backfilling to match existing depth.
- c. Includes removing and disposing of approx.. ten (10) rooftop exhaust fan curbs.
- d. Includes patching the roof deck at approx.. ten (10) rooftop locations.
- e. Includes all fasteners, sealants, and accessories necessary for proper installation.
- f. Includes a roof inspection with a report showing areas needing to be repaired outside the scope of work listed above.

2. Exclusions:

- a. Excludes new custom-fabricated coping to match the color of existing coping as closely as possible.
- b. Excludes removal of existing metal roof coping from all designated radius points.
 1. Includes detachment and disposal of existing coping materials.
- c. Excludes furnishing and installing new custom-fabricated metal coping at all radius points.
 1. Includes fabrication to match existing profiles, dimensions, and radius conditions as closely as possible.
- d. Excludes removal or replacement of coping at straight runs or non-radius locations.
- e. Excludes painting, coating, or finishing new coping.
- f. Excludes repair or replacement of roof decking, parapet walls, blocking, insulation, or membrane systems not specifically identified within this scope.
- g. Excludes any repairs of any pre-existing damage uncovered during removal.

**1. Division 8 – Doors & Frames**

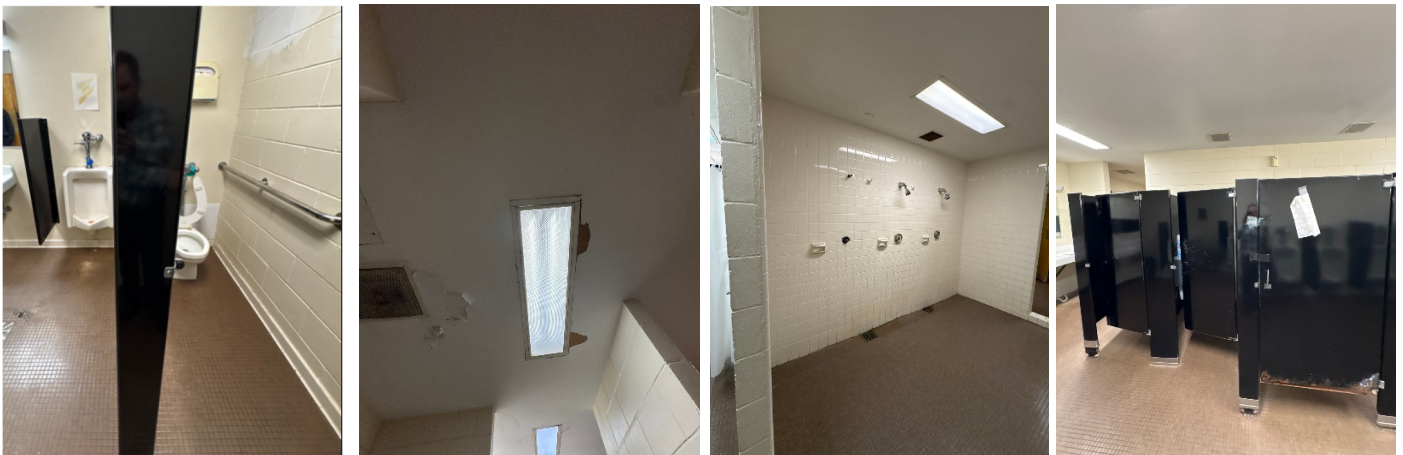
1. Excludes all doors, frames and hardware.

Division 9 – Finishes**1. Demolition:****1. Men's and Women's Locker Rooms:**

- a. Includes demolition of all existing toilets and sink fixtures throughout space.
- b. Includes demolition of all existing wall-mounted and ceiling light fixtures.
- c. Includes demolition of all existing bathroom stall partitions and urinal dividers throughout the space.
- d. Includes demolition of all existing ADA grab bars in bathroom stalls and showers.
- e. Includes demolition of all existing bathroom vanities throughout the space (3 total).
- f. Includes demolition of all existing mirrors.
- g. Includes demolition of all existing drywall ceilings, ceiling grid, and ceiling tiles throughout space.
- h. Includes tile base and wall tile demolition.
- i. Includes existing HVAC supply & return grills only.
- j. Includes removal and proper disposal of all demolished materials and debris into provided dumpsters on-site.
- k. Excludes demolition of all existing flooring tile throughout space.
- l. Excludes existing duct work above ceiling.
- m. Excludes existing conduits & wiring above ceiling
- n. Excludes lead, mold, and asbestos demolition and removal.

2. Men's and Women's Police Bathrooms:

- a. Includes demolition of all existing wall-mounted and ceiling light fixtures.
- b. Includes demolition of all existing toilets and sink fixtures throughout space.
- c. Includes demolition of all existing mirrors.
- d. Includes demolition of all existing bathroom stall partitions and urinal dividers throughout the space.
- e. Includes tile base demolition
- f. Includes existing HVAC supply & return grills only.
- g. Includes demolition of all existing ADA grab bars in bathroom stalls.
- h. Includes demolition of all existing ceiling grids and ceiling tiles throughout space.
- i. Includes removal and proper disposal of all demolished materials and debris into provided dumpsters on-site.
- j. Excludes demolition of all existing flooring throughout space.
- k. Excludes existing duct work above ceiling.
- l. Excludes existing conduit & wiring above ceiling.
- m. Excludes lead, mold, and asbestos demolition and removal.



2. Drywall & Framing:

1. Men's and Women's Locker Rooms:

- a. Includes any minor drywall point-up repairs.
- b. Includes basic surface preparation necessary to complete all specified drywall point-up repairs.
- c. Includes existing conditions coordination.
- d. Excludes installation of new drywall ceilings.
- e. Excludes any additional framing, structural modifications, or layout changes.
- f. Excludes any repairs related to moisture damage, mold, or concealed conditions.
- g. Excludes work in areas not specifically identified in this scope.

2. Men's and Women's Police Bathrooms:

- a. Includes minor drywall point-up repairs.
- b. Includes basic surface preparation necessary to complete all specified drywall point-up repairs.
- c. Excludes any major drywall replacement beyond minor point-up repairs.
- d. Excludes any repairs related to moisture damage, mold, or concealed conditions.
- e. Excludes work in any areas not specifically identified in this scope.

3. ACT / Grid:

1. Men's and Women's Locker Rooms:

- a. Includes installation of new 2' x 2' vinyl wrapped gypsum tile with 15/16" white ceiling grid system.
- b. Excludes any modifications to existing ceiling heights or layouts.
- c. Excludes access panels, specialty ceiling tiles, or custom grid layouts.
- d. Excludes work in areas not specifically identified in this scope.

2. Men's and Women's Police Bathrooms:

- a. Includes installation of new 2' x 2' vinyl wrapped gypsum tile with 15/16" white ceiling grid system.
- b. Excludes any modifications to existing ceiling height or layouts.
- c. Excludes access panels, specialty ceiling tiles, or custom grid layouts.
- d. Excludes work in areas not specifically identified in this scope.

4. Flooring / Tile / Wall Base:

1. Men's and Women's Locker Rooms:

- a. Assumed all tile to be installed on top of existing floor & wall tile.
- b. No demolition or removal of any tile has been included within scope of work.
- c. Includes installation of new 2" x 2" mosaic floor tile throughout space.
- d. Includes installation of new 4" x 6" long ceramic tile base to match newly installed floor tile.
- e. Includes installation of new 4" x 4" wall tile to all shower walls throughout space.
- f. Includes all thin set, epoxy grout, and standard setting materials associated with tile installation.
- g. Excludes plumbing work, including drain relocation, valve replacement, or fixture removal/relocation.
- h. Excludes subfloor or substrate repairs, leveling, or structural corrections.
- i. Excludes any work in areas not specifically identified in this scope.

2. Men's and Women's Police Bathrooms:

- a. Assumed all tile to be installed on top of existing floor & wall tile.
- b. No demolition or removal of any tile has been included within scope of work.
- c. Includes installation of new 2" x 2" mosaic floor tile throughout space.
- d. Includes installation of new 4" x 6" long ceramic tile base to match newly installed floor tile.
- e. Includes thin set, epoxy grout, and standard setting materials associated with tile installation.
- f. Excludes plumbing work, including drain relocation, valve replacement, or fixture removal/relocation.
- g. Excludes subfloor or substrate repairs, leveling, or structural corrections.
- h. Excludes any work in areas not specifically identified in this scope.

5. Paints & Coatings:

1. Men's and Women's Locker Rooms:
 - a. Includes preparing and painting all gypsum and CMU walls (color to be chosen by owner).
 - b. Includes caulking of all painted-to-painted surfaces.
 - c. Includes minor surface preparation of all wall surfaces for painting application.
 - d. Excludes painting of ceilings, doors, frames, trim, casework, lockers, or accessories.
 - e. Excludes specialty coatings unless specifically noted.
 - f. Excludes painting of mechanical, electrical, or plumbing components.
 - g. Excludes any work in areas not specifically identified in this scope.
2. Men's and Women's Police Bathrooms:
 - a. Includes preparing and painting all gypsum and CMU walls (color to be chosen by owner).
 - b. Includes caulking of all painted-to-painted surfaces.
 - c. Includes minor surface preparation of all wall surfaces for painting application.
 - d. Excludes painting of ceilings, doors, frames, trim, casework, lockers, or accessories.
 - e. Excludes specialty coatings unless specifically noted.
 - f. Excludes painting of mechanical, electrical, or plumbing components.
 - g. Excludes any work in areas not specifically identified in this scope.

Division 10 – Specialties

1. Men's and Women's Locker Rooms:
 - a. Includes furnishing and installing seven (7) new toilet stall partitions.
 - b. Includes furnishing and installing seven (7) new urinal divider partitions.
 - c. Includes furnishing and installing ten (10) new mirrors, mounted above each sink.
 - d. Includes furnishing and installation of new ADA grab bars in bathroom stalls and showers.
 - e. Includes removal & reinstall of lockers in the women's locker room.
 - f. Lockers to be stored onsite at designated location.
 - g. Includes existing conditions coordination.
 - h. Excludes specialty partition materials unless specified.
 - i. Excludes additional accessories such as paper towels, toilet paper, and soap dispensers.
 - j. Excludes work in areas not specifically identified in this scope.
1. Men's and Women's Police Bathrooms:
 - a. Includes furnishing and installing six (6) new toilet stall partitions.
 - b. Includes furnishing and installing two (2) new urinal divider partitions.
 - c. Includes furnishing and installing six (6) new mirrors, approximately 18" x 36", mounted above each sink.
 - d. Includes furnishing and installing new ADA grab bars in the bathroom stalls.
 - e. Includes existing conditions coordination.
 - f. Excludes specialty partition materials unless specified.
 - g. Excludes additional accessories such as paper towels, toilet paper, and soap dispensers.
 - h. Excludes work in areas not specifically identified in this scope.

Division 15 – Mechanical

1. Men's and Women's Locker Rooms & Police Bathrooms:
 - a. Includes removal of all existing supply and return air grilles.
 - b. Includes furnishing and installation of new supply and return air grilles throughout.
 - c. Includes furnishing and installing new exhaust fan grilles throughout.
 - d. Includes assessment and verification of exhaust fans functionality, including basic operational testing.
 - e. Includes removal of dust, debris, and loose particulate matter from supply and return ducts.
 - f. Includes existing conditions coordination.
 - g. Excludes existing exhaust fan & modifications.
 - h. Excludes replacement, repair, or upgrade of exhaust fans or HVAC equipment.

ASSUMPTIONS / CLARIFICATION / INCLUSIONS:

Radius Builds, Inc. dba Bobbitt Service Solutions

- i. Excludes ductwork modifications, balancing, or airflow testing and reporting.
 - j. Excludes electrical work, including wiring, controls, or breaker modifications.
 - k. Excludes all controls and BAS system per client's request.
 - l. Excludes upgrading the existing conditions to meet current code.
 - m. Excludes work in areas not specifically identified in this scope.
2. Exterior Repairs:
- a. Includes removing all existing abandoned roof top exhaust fans.
 - b. Assumes ten (10) fans being removed.
 - c. Includes disconnecting all electrical circuits supplying abandoned exhaust fans.
 - d. Includes capping all removed roof top exhaust fan openings with plywood.
 - e. Includes existing condition coordination.
 - f. Excludes providing and installing new exhaust fans.
 - g. Excludes upgrading the existing conditions to meet current code.
3. Mechanical / Humidity Repairs:
- a. Includes furnishing and installation of fifteen (15) 60 PPD dehumidifiers in above ceiling fan coils.
 - b. Includes cleaning of accessible HVAC ductwork throughout the space.
 - c. Includes utilization of existing electrical circuits to feed new dehumidifiers.
 - d. Includes condensate to pipe into existing drain piping throughout space.
 - e. Includes dehumidifiers tying into the return duct on each unit.
 - f. Includes existing condition coordination.
 - g. Excludes existing electrical upgrades or modifications.
 - h. Excludes modifications to the existing BAS system.
 - i. Excludes engineering, design, repairs, or replacement of HVAC units/equipment not listed.
 - j. Excludes screening of new and existing units.
 - k. Excludes upgrading the existing conditions to meet current code.

Division 15 – Plumbing

1. Men's and Women's Locker Rooms:
- a. Includes furnishing and installing of seven (7) new toilet fixtures throughout space.
 - b. Includes furnishing and installing six (6) new urinal fixtures throughout space.
 - c. Includes furnishing and installing wall mounted sinks.
 - d. Includes furnishing and installing seven (7) new shower fixtures.
 - e. Includes lowering and/or raising floor drain +/- 3/4" to finish floor level.
 - f. Excludes all supply and waste piping.
 - g. Excludes any existing supply and waste piping demolition.
 - h. Excludes upgrading the existing conditions to meet current code.
2. Men's and Women's Police Bathrooms:
- a. Includes furnishing and installing six (6) new toilet fixtures throughout space.
 - b. Includes furnishing and installing two (2) new urinals fixture throughout space.
 - c. Includes furnishing and installing six (6) new wall-mounted sinks with ADA covers at base throughout space.
 - d. Includes lowering and/or raising floor drain +/- 3/4" to finish floor level.
 - e. Excludes all supply and waste piping.
 - f. Excludes any existing supply and waste piping demolition.
 - g. Excludes upgrading the existing conditions to meet current code.
1. Executive Police Bathroom:
- a. Excludes any additional work at this location. Issues were resolved 3.25.26 and a report has been issued.
2. Men & Women Fire Department Bathrooms & Exterior Plumbing:
- a. Excludes any additional work at this location. Issues were resolved 3.25.26 and a report has been issued.

- b. It has been reported that the issue at this location is due to improper slope from the exterior building main to the public main causing the pipe to hold water.

Division 16 – Electrical

- 1. Scope of work includes the men & women locker room, and men & women’s police bathroom only.
 - a. Includes installing thirty (30) new LED 2’ x 4’ lay-in light fixtures throughout all specified areas.
 - b. Includes replacing ten (10) GFI receptacles with new throughout all specified areas.
 - c. Includes replacing fourteen (14) single pole switches with new throughout all specified areas.
 - d. Includes disconnecting all electrical circuits supplying (10) abandoned exhaust fans.
 - e. Includes final connections to (15) dehumidifiers using the existing electrical circuits.
 - f. All lights, receptacles, exhaust fans, switches, dehumidifiers, and power devices are assumed to be a 1 for 1 switch utilizing the existing conduit, wiring, and circuits to supply new fixtures only.
 - g. Excludes all electrical distribution and trouble shooting of existing electrical circuits within scope of work.
 - h. Excludes any unforeseen conditions above the hard ceilings within the bathrooms & locker rooms.
 - i. Excludes final terminations to any item not listed above.
 - j. Excludes all data conduit and cabling.
 - k. Excludes all conduit, raceways and wiring supplying the new lights, receptacles, switches, dehumidifiers, roof exhaust fans and accessories.
 - l. Excludes any additional electrical work not specified within this scope.
 - m. Excludes any modifications or upgrades to the electrical capacity to the building.
 - n. Excludes upgrading the existing conditions to meet current code.

Unused Phase I Programming Allowance:

- 1. Total Unused Allowance: \$29,900
 - 1. Design & Engineering Fees Allocated: \$22,000
 - 2. Balanced Applied to Construction Contingency: \$7,900
- 2. Project contingency do not have general requirements, profit, overhead and fees included within the budgeted number provided as each line item.

Project Alternates (Pending Acceptance)

- 1. Temporary Portable Showers
 - a. Includes (8) temporary portable showers.
 - b. Includes (2) month rental - \$16,200 per month.
 - c. Includes (2) Services a week for cleaning.
 - d. Includes electrical connections & disconnections to a temp electrical panel for power.
 - e. Excludes plumbing connections & disconnections to the sewer & water main.
 - f. Excludes electrical metering & fees.

SUMMARY OF EXCLUSIONS

1. All Development Fees
2. Sales Tax has been excluded from the proposal
3. 3rd Party / Special Inspections
4. Unforeseen Conditions
5. Removal and Disposal of Contaminated Soils
6. Extension of Off-Site Utilities
7. Concrete Floor Moisture Mitigation
8. Fire Alarm System or Modifications
9. Phone / Data Wiring / Security System
10. BAS system & Controls
11. Audio / Visual System, Cameras & Security
12. After-hour work
13. Plumbing drainage issues due to improper slope to public main.
14. Excludes upgrading the existing conditions to meet current code.
15. Any modifications or upgrades to the electrical capacity to the building.
16. Additional items not called out on the base proposal, Alternate adds, and allowances.

DIVISION SUMMARY OF EXCLUSIONS

2. Division 2 – Site Construction
3. Division 3 – Concrete
4. Division 5 – Metals
5. Division 8 – Door & hardware
6. Division 11 – Equipment
7. Division 12 – Furnishings
8. Division 13 – Special Construction
9. Division 14 – Conveying Equipment
10. Division 16 – Communication / low voltage
11. Division 16 – Electronic Safety & Security

END OF ASSUMPSTIONS & CLARIFICATIONS

E-589CI Affidavit of Capital Improvement

Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)

<p>A Owner, Lessee/Tenant, or Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>B Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>RADIUS BUILDS, INC. DBA BOBBITT SERVICE</p> <p>Address</p> <p>2400 WESTON PARKWAY</p> <p>City State Zip Code</p> <p>CARY NC 27513</p>
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Describe capital improvement to be performed:

Project Name

Project Address (where the work is to be performed)

City

State

Zip Code

I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)

<p>C Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>D Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
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To be completed by the Real Property Contractor identified in Box C.

I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.

Signature of Authorized Person: _____ Title: _____ Date: _____

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is **not an affidavit of tax paid** on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor** (*General Contractor or Subcontractor*): Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor** (*General Contractor or Subcontractor*): Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.

ONE CALL COVERS IT ALL!

- ✓ Annual Service Agreements
- ✓ Re-Roofing & Roof Repair
- ✓ Preventative Maintenance
- ✓ Special Projects
- ✓ Building Alterations
- ✓ Interior Renovations

BOBBITT
SERVICE

Goldsboro PSB Renovations

ID	Task Name	Duration	Start	Finish	Predecessors	Qtr 2, 2026		Qtr 3, 2026			Qtr 4, 2026			Qtr 1, 2027		
						Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	Goldsboro PSB Renovations	219 days	Tue 3/24/26	Wed 2/3/27		[Gantt bar spanning from 3/24/26 to 2/3/27]										
2	Milestones	219 days	Tue 3/24/26	Wed 2/3/27		[Gantt bar spanning from 3/24/26 to 2/3/27]										
3	Camera Existing Sewer Lines	0 days	Tue 3/24/26	Tue 3/24/26		[Gantt bar spanning from 3/24/26 to 3/24/26]										
4	Deliver Revised Proposal	0 days	Fri 4/24/26	Fri 4/24/26		[Gantt bar spanning from 4/24/26 to 4/24/26]										
5	Review Proposal, Address Comment	20 days	Fri 4/24/26	Thu 5/21/26	4	[Gantt bar spanning from 4/24/26 to 5/21/26]										
6	Design & Permitting	85 days	Mon 4/27/26	Wed 8/26/26	5SS	[Gantt bar spanning from 4/27/26 to 8/26/26]										
7	Town Coouncil Approval	0 days	Mon 5/4/26	Mon 5/4/26		[Gantt bar spanning from 5/4/26 to 5/4/26]										
8	Approval / Notice to Proceed	0 days	Mon 5/4/26	Mon 5/4/26	7SS	[Gantt bar spanning from 5/4/26 to 5/4/26]										
9	Construction	75 days	Fri 10/16/26	Wed 2/3/27	17	[Gantt bar spanning from 10/16/26 to 2/3/27]										
10	Project Completion	0 days	Wed 2/3/27	Wed 2/3/27	36,9,43	[Gantt bar spanning from 2/3/27 to 2/3/27]										
11	Construction	195 days	Mon 4/27/26	Wed 2/3/27		[Gantt bar spanning from 4/27/26 to 2/3/27]										
12	Construction Startup	120 days	Mon 4/27/26	Thu 10/15/26		[Gantt bar spanning from 4/27/26 to 10/15/26]										
14	Design & Permitting	85 days	Mon 4/27/26	Wed 8/26/26	6SS	[Gantt bar spanning from 4/27/26 to 8/26/26]										
13	Notice to Proceed	8 days	Thu 8/27/26	Tue 9/8/26	14	[Gantt bar spanning from 8/27/26 to 9/8/26]										
15	Subcontractor Buyout	10 days	Wed 9/9/26	Tue 9/22/26	13	[Gantt bar spanning from 9/9/26 to 9/22/26]										
16	Procurement	15 days	Wed 9/23/26	Tue 10/13/26	15	[Gantt bar spanning from 9/23/26 to 10/13/26]										
17	Mobilize	2 days	Wed 10/14/26	Thu 10/15/26	14,16	[Gantt bar spanning from 10/14/26 to 10/15/26]										
18	Phases of Construction	75 days	Fri 10/16/26	Wed 2/3/27		[Gantt bar spanning from 10/16/26 to 2/3/27]										
19	Phase 1 Police Women's Bathroom & Women's Locker Room	37 days	Fri 10/16/26	Wed 12/9/26		[Gantt bar spanning from 10/16/26 to 12/9/26]										
20	Demolition	5 days	Fri 10/16/26	Thu 10/22/26	17	[Gantt bar spanning from 10/16/26 to 10/22/26]										
21	MEP Rough-in	6 days	Fri 10/23/26	Fri 10/30/26	20	[Gantt bar spanning from 10/23/26 to 10/30/26]										
22	Rough-in Inspection	1 day	Mon 11/2/26	Mon 11/2/26	21	[Gantt bar spanning from 11/2/26 to 11/2/26]										
23	Interior Finishes (Block, Flooring, Ceilings, Paint)	15 days	Tue 11/3/26	Mon 11/23/26	22	[Gantt bar spanning from 11/3/26 to 11/23/26]										
24	MEP Trim Out	5 days	Tue 11/24/26	Wed 12/2/26	23	[Gantt bar spanning from 11/24/26 to 12/2/26]										
25	Final Inspection	1 day	Thu 12/3/26	Thu 12/3/26	24	[Gantt bar spanning from 12/3/26 to 12/3/26]										
26	Punchlist Walk & Approval	3 days	Fri 12/4/26	Tue 12/8/26	25	[Gantt bar spanning from 12/4/26 to 12/8/26]										
27	Ready for Use (TCO)	1 day	Wed 12/9/26	Wed 12/9/26	26	[Gantt bar spanning from 12/9/26 to 12/9/26]										
28	Phase 2 Police Men's Bathroom & Men's Locker Room	38 days	Thu 12/10/26	Wed 2/3/27		[Gantt bar spanning from 12/10/26 to 2/3/27]										
29	Demolition	5 days	Thu 12/10/26	Wed 12/16/26	27	[Gantt bar spanning from 12/10/26 to 12/16/26]										
30	MEP Rough-in	7 days	Thu 12/17/26	Tue 12/29/26	29	[Gantt bar spanning from 12/17/26 to 12/29/26]										
31	Rough-in Inspection	1 day	Wed 12/30/26	Wed 12/30/26	30	[Gantt bar spanning from 12/30/26 to 12/30/26]										
32	Interior Finishes (Drywall, Flooring, Ceilings, Paint)	15 days	Thu 12/31/26	Wed 1/20/27	31	[Gantt bar spanning from 12/31/26 to 1/20/27]										
33	MEP Trim out	5 days	Thu 1/21/27	Wed 1/27/27	32	[Gantt bar spanning from 1/21/27 to 1/27/27]										
34	Final Inspection	1 day	Thu 1/28/27	Thu 1/28/27	33	[Gantt bar spanning from 1/28/27 to 1/28/27]										
35	Punchlist Walk & Completion	3 days	Fri 1/29/27	Tue 2/2/27	34	[Gantt bar spanning from 1/29/27 to 2/2/27]										
36	Ready for Use (CO)	1 day	Wed 2/3/27	Wed 2/3/27	35	[Gantt bar spanning from 2/3/27 to 2/3/27]										
37	Phase 3 Exterior & HVAC Repairs	74 days	Fri 10/16/26	Tue 2/2/27		[Gantt bar spanning from 10/16/26 to 2/2/27]										
38	Roof Inspection	2 days	Fri 10/16/26	Mon 10/19/26	20SS	[Gantt bar spanning from 10/16/26 to 10/19/26]										
39	Exhaust Fan Deletion & Capping	5 days	Fri 10/23/26	Thu 10/29/26	20,38	[Gantt bar spanning from 10/23/26 to 10/29/26]										
40	Install Dehumidifiers	10 days	Fri 10/30/26	Thu 11/12/26	39	[Gantt bar spanning from 10/30/26 to 11/12/26]										
41	Caulk Exterior Windows	5 days	Fri 11/13/26	Thu 11/19/26	40	[Gantt bar spanning from 11/13/26 to 11/19/26]										
42	Duct Cleaning & Sanitizing	5 days	Fri 1/22/27	Thu 1/28/27	34FF	[Gantt bar spanning from 1/22/27 to 1/28/27]										
43	Completion Walk & Approval	3 days	Fri 1/29/27	Tue 2/2/27	42,41,38,35	[Gantt bar spanning from 1/29/27 to 2/2/27]										

FY27 Budget Work Session
Manager's Recommended Budget Overview
April 24, 2026



www.goldsboronc.gov

Purpose & Timeline



**High-level overview of FY27
Recommended Budget**



**Manager's Recommended
Budget detailed document
release: May 4**



**Workshop → Feedback → Public
Hearing → Feedback →
Adoption**



From Retreat to Recommended Budget

- ✓ February retreat identified:
 - Flat revenue growth
 - Rising personnel/benefit costs
 - Capital constraints
- ✓ Budget Committee met during budget development to guide the process
- ✓ FY27 budget reflects those realities

This budget is built directly from the policy discussions we had at the February retreat and from budget committee direction.



FY27 Budget at a Glance



Balanced budget



No General Fund property tax increase



Targeted fee adjustments



3% COLA, 2% Merit and \$400 employee bonus



Council adopted updates to financial policies to create Assigned Reserves and FY27 reflects use of assigned reserves



Continued capital investment based on CIP

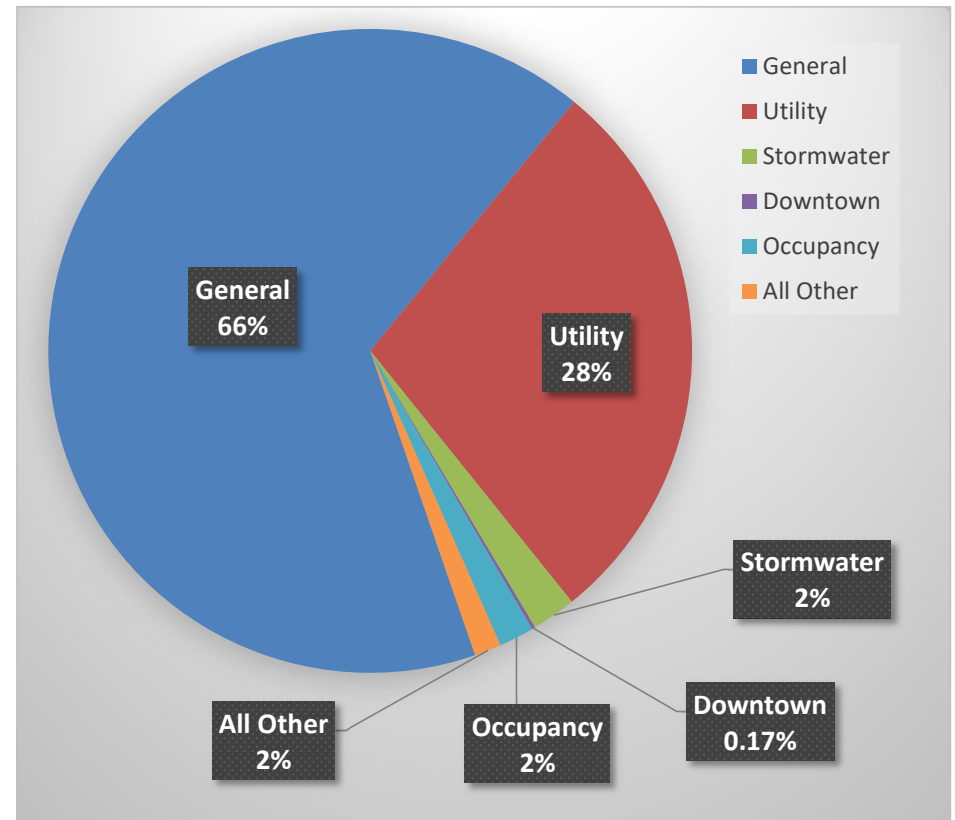


We're maintaining services while managing cost pressures without increasing the tax rate.

FY27 Manager's Recommended Budget Summary - Tentative

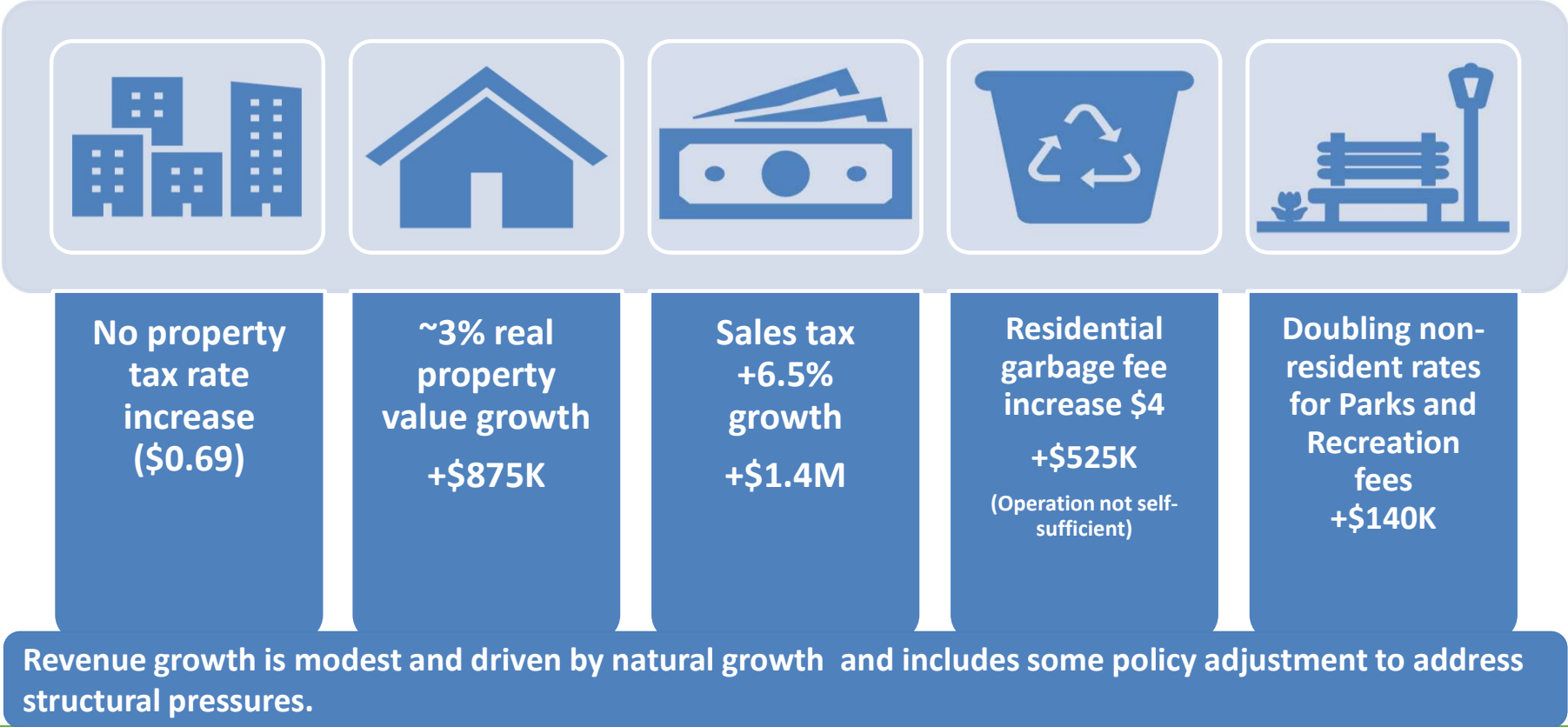
General Fund	\$68.3M
Utility Fund	\$29.2M
Stormwater Fund	\$2.3M
Downtown MSD	\$174K
Occupancy Tax Fund	\$1.8M
All other funds	\$1.4M
Total All Funds	\$103.2M

FY27 Budget reflects an approximate 10% increase over prior year adopted primarily from use of assigned reserves, natural growth, utility rate increase.



General Fund Revenue Overview

Modest Growth + Targeted Adjustments



Fee Adjustments (Policy Response)



Solid waste: +\$4/month



Parks & Rec: non-resident rates increased +\$140K



Credit card fees transition from City-absorbed to customer-paid (\$195K) savings



Removal of business registration fee revenue as recommended by Business Development Strategic Plan (\$40K)



Advance toward cost recovery and while supporting economic development

Utility & Other Funds Revenue Overview



Utility: 5% increase (Stantec modeling), adding tiered rates August 2026, Compost fees increase



Downtown MSD: Rate reinstated (\$0.156 → \$0.235)




Stormwater, Occupancy and other miscellaneous funds : No changes



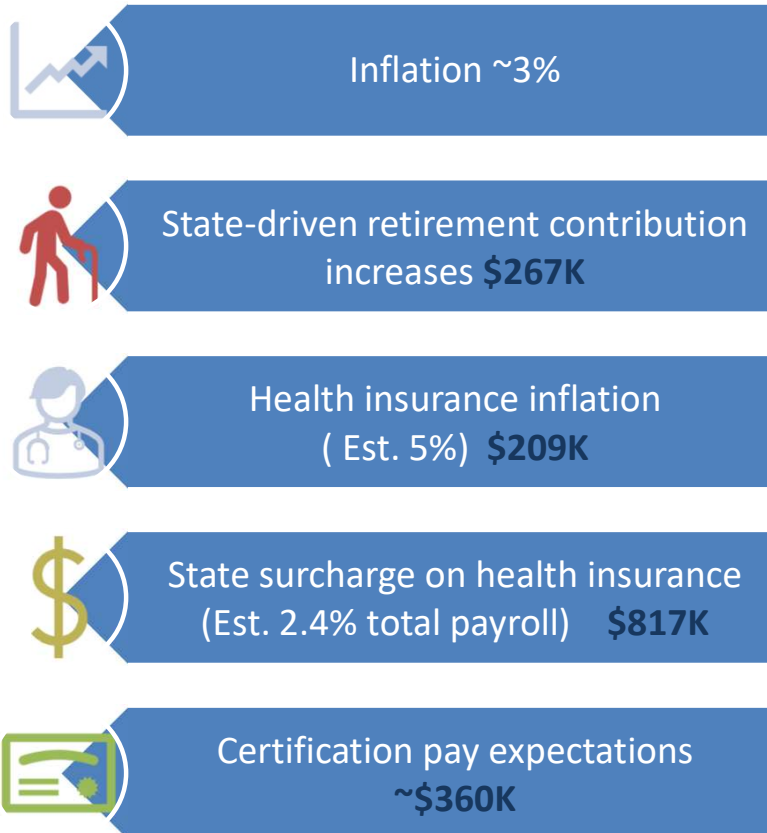
Enterprise and special revenue funds remain stable, with targeted adjustments where needed.

Personnel & Compensation Overview



3% COLA (July 2026) <u>\$1.2M</u>
2% merit (Jan 2027 → 1% FY impact) <u>\$411K</u>
\$400 net bonus FT and \$200 PPT <u>\$382K</u>
Phase I of III Compensation Study for Police + Certification Pay Plan Study + Merit Pay Plan Study <u>\$50K</u>
This reflects a balanced approach to compensation, consistent with options discussed at the retreat.

Cost Pressures (Non-Discretionary)



Capital Investment (CIP)

Level A
Funded \$4.6M

Level B
Funded \$2.7M

Deferred
FY27 -> FY28
Level B-C \$4.2M

Focus on public
safety, streets, solid
waste, facility
maintenance



Key Capital Highlights

Street Paving \$3.2M

Police Vehicle
recapitalization
\$1.2M

Solid Waste
Vehicles/Equipment
\$1.1M

Computer Servers
\$635K

BMSC Lighting
\$515K

Streetsweeper
\$439K

City Hall HVAC
\$380K



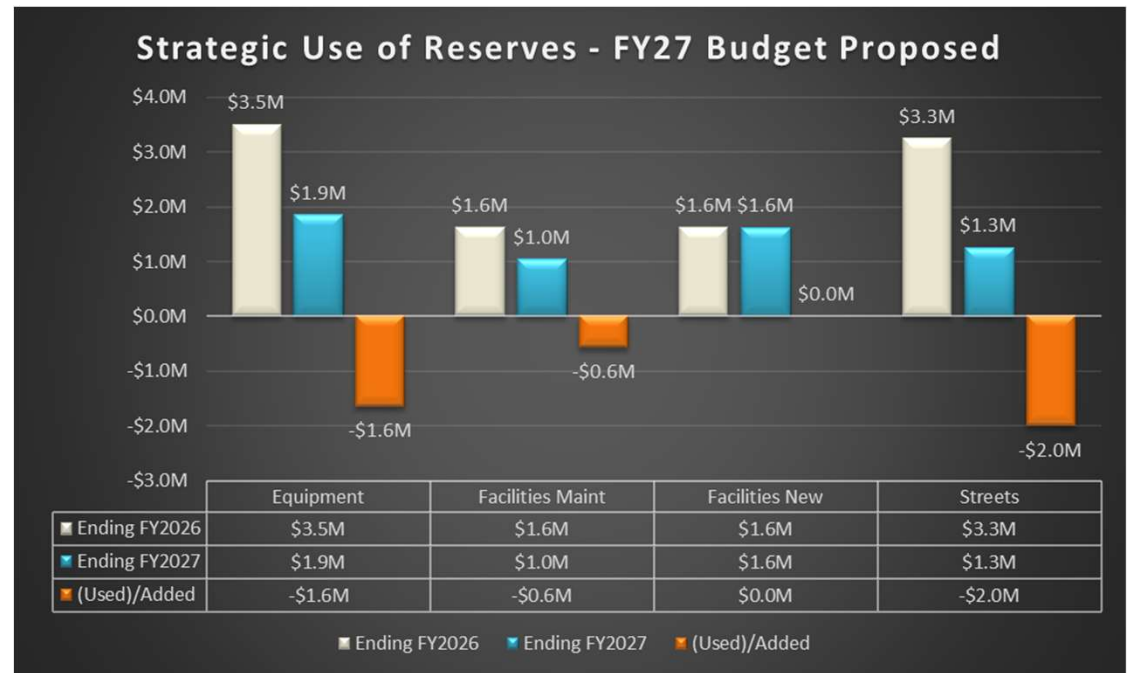
Strategic Use of Assigned Reserves FY27 Budget Proposed

Reserve Summary

FY26
Beginning
Assigned
Reserves
\$10M

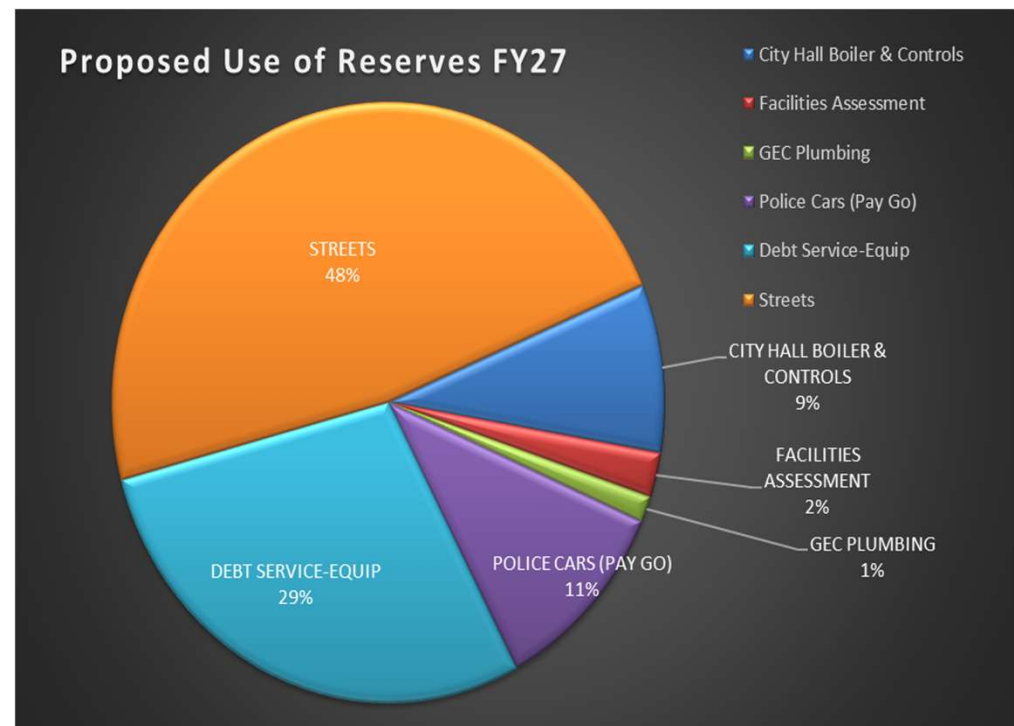
Planned
FY27 Use
\$4.2M

FY27
Ending
Assigned
Reserves
Projected
\$5.7M



FY27 Proposed Use of Assigned Reserves

Use	Reserve Category	Amount Proposed
City Hall boiler & controls	Facilities	\$380K
Facilities assessment	Facilities	\$100K
GEC plumbing	Facilities	\$60K
Paint exterior City Hall	Facilities	\$40K
Police cars (~6)	Equipment	\$452K
New FY26 Debt Service-Equip	Equipment	\$1.2M
Street paving	Streets	\$2.0M
Total		\$4.2M



Key Takeaways & Next Steps



Questions?

Appendices

- ✓ Fund Totals Summary
- ✓ Summary by Department and Fund
- ✓ Assigned Reserves Proposed Uses FY27
- ✓ CIP – FY27 Proposed
- ✓ CIP – By Funding Level, Criteria and Department (multi-year)
- ✓ CIP – By Funding Source & Level (Multi-year)
- ✓ CIP - List of Detail Requests(Multi-year)
- ✓ Solid Waste Division Self Sufficiency Analysis
- ✓ Credit Card Fees Analysis