

AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
OCTOBER 5, 2015

(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)

- I. WORK SESSION—5:00 P.M.—CITY HALL ADDITION, 200 N. CENTER ST., RM 206**
 - a. Cemetery Rates Discussion (Public Works)
 - b. NC League of Municipalities (NCLM) Voting Delegate Designation (City Manager)
 - c. Health Insurance Update (Finance)
 - d. Sewer Line Work Resurfacing Discussion (Engineering)
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
 - Invocation & Pledge to the Flag
- III. ROLL CALL**
- IV. MINUTES**
 - A. Minutes of the Work Session and Regular Meeting of July 27, 2015
- V. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. PRESENTATIONS**
 - B. WAGES Day Proclamation
 - C. Come Hang With Us Corp. (James and Crystal Williams)
 - D. Wayne County Citizens for Better Schools (Charles Wright)
- VII. PUBLIC HEARINGS**
- VIII. CONSENT AGENDA ITEMS**
 - E. CU-8-15 C. C. Wilkins – North side of US Highway 70 East between Ash Street Extension and Millers Chapel Road (Planning)
 - F. CU-9-15 Evelyn Hernandez – West side of US 117 South between Old Waynesborough Road and Carver Boulevard (Planning)
 - G. S-11-99 Lanetree Townhomes (PUD) –Preliminary Subdivision Plat (Planning)
 - H. Contiguous Annexation Petition – Deacon Jones Property (20.77 Acres) (Planning)
 - I. Ordinance change for a Sanitation Return Service (Public Works)
 - J. Request to implement a “Return Service” fee for Sanitation (Public Works)
 - K. Federal Property Forfeiture Program State Controlled Substance Tax Remittance (Police)
 - L. Law Enforcement Mutual Aid Agreement (Police)
 - M. 2015 Bituminous Concrete Resurfacing B. R. #2015-005- Change Order No. 1 (Engineering)
 - N. Contract Award for Balsam Place Sanitary Sewer Improvement Project- FBR #2015-003 (Engineering)
 - O. New Hope Road Multi-Use Path (EB-5508) - Formal Bid Request No. 2015-004- Rejection of All Bids (Engineering)
 - P. Contract Award for Stoney Creek Stream Enhancement Project - Phase II/FBR #2015-006 (Engineering)
 - Q. Amendment to Chapter 30 Entitled “City Council” Section 30.11 “Agenda to Regular Business Transacted During Meeting” of the Code of Ordinance of the City of Goldsboro, North Carolina (City Manager)
 - R. Local Fireman’s Relief Fund Board of Trustees Appointment (City Manager)
- IX. ITEMS REQUIRING INDIVIDUAL ACTION**
 - *S. Approval of Lease for Multi Sports Complex (City Manager)
- X. CITY MANAGER’S REPORT**
- XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**

Deferred

XII. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

T. Breaking the Silence Proclamation

U. Halloween Proclamation

V. QSA Foundation Proclamation

XIII. CLOSED SESSION

XIV. ADJOURN

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
JULY 27, 2015

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 5:00 p.m. on July 27, 2015 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Chuck Allen (arrived at 5:04 p.m.)
Councilmember Michael Headen (arrived at 5:09 p.m.)
Councilmember Charles J. Williams, Sr.
Councilmember Gene Aycock
Councilmember Bill Broadaway
Jim Womble, City Attorney
Scott Stevens, City Manager
Randy Guthrie, Assistant City Manager
Laura Getz, Deputy City Clerk
Kim Best, Public and Government Affairs Director
Mike West, Interim Police Chief
Jennifer Collins, Assistant Planning Director
Scott Barnard, Parks and Recreation Director
Allen Anderson, Inspections Director
Shycole Simpson-Carter, Community Development Administrator
Betsy Rosemann, Travel & Tourism Director
Jimmy Rowe, Planning Director
Scott Williams, IT Director
Jimmy Rowe, Planning Director
Gary Whaley, Fire Chief
Christie Langley, Fire Dept. Administrative Assistant
Jose Martinez, Public Works Director
Chief Farfour, Fire Department
Captain Person, Fire Department
Captain Singleton, Fire Department
Engineer Eason, Fire Department
Mark A. Stevens, Citizen
Martha Carter Bailey, Citizen
Lonnie Casey, Citizen
Ethan Smith, Goldsboro News-Argus

Absent: Councilmember William Goodman

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

Invocation. Councilmember Williams provided the invocation.

CWMTF Grant—Mr. Scott Barnard discussed the Clean Water Management Trust Fund Grant with Council. They are applying for a grant to purchase 58 acres of property to the east of Seymour Johnson AFB, the majority of the property borders Stoney Creek south of Stoney Creek Parkway. This is property we have an agreement on to construct the Mountains to the Sea Trail or the Greenwood Trail but due to excessive storms most of that trail was lost and we ceased managing that property 17 or 18 years ago. The Clean Water Management Trust Fund staff has been interested in that property because it met a lot of their criteria for heritage and preservation. They asked that some of the individual home tracts be removed from the proposal because they didn't meet the heritage requirements. We are still in the running for those funds. This will require a 50/50 match and we are requesting \$53,000 to purchase the property. The funds can only be used for property acquisition.

Pickleball Update—Mr. Scott Barnard shared the following concerning Pickleball. Pickleball is growing in popularity and is growing in Wayne County. It was introduced through the NC Senior Games to our community. There is a small but growing crowd that plays on an almost daily basis and utilizes indoor space at the Herman Park Center, YMCA and some temporarily lined courts that were used for the Senior Games. Mr. Barnard shared that he had previously shared a potential conflict with lining off existing tennis courts and would like to bring forth a proposal to construct dedicated pickleball courts adjacent to the existing tennis courts at Herman Park. There is a pad almost prepped and ready due to tennis courts renovations almost 10 years ago that would require a minimum amount of stone and laying of concrete. With under \$20,000 we can construct 3 dedicated pickleball courts that would meet today and future needs for pickleball.

Councilmember Aycock shared that he talked to a lady (that plays pickleball) and they are well pleased with the prospect of a court.

Mr. Barnard shared that the pickleball players are tickled and wanted to know what decision Council has made, he told them they had to wait until tonight for a decision.

2015-2016 Bituminous Concrete Resurfacing- Mr. Scott Stevens shared maps showing the proposed resurfacing across the city and an updated list of streets to be resurfaced. Staff's goal is to get this under contract in September. Mr. Stevens has ridden all the streets on the list and they are all in need of resurfacing.

Councilmember Headen shared there are a fair number of streets in his district (especially in the Little Washington area) that are in dire need of resurfacing. He shared we have done all this wonderful work with the Streetscape project and he is not opposed to that but you can't forget about the individuals just beyond where we are with that project. He is pleased to see the effort is being made and it does with that connection to that thoroughfare on Ash Street and he likes that and it will be appreciated.

Councilmember Aycock shared they need to strive to come up with money in the future to do more. Councilmember Headen agreed.

Councilmember Broadway shared that next year's budget should include more money for street resurfacing.

Councilmember Williams shared concerns regarding areas that needed restriping.

Mr. Stevens shared cost estimates to restripe Harris Street and asked Council if they were ready to proceed with awarding the bid to resurface. Council agreed staff could proceed.

Central Heights Road Speed Limit Discussion-Mr. Randy Guthrie shared that staff has been receiving complaints regarding the speed limit on Central Heights Road particularly the stretch between New Hope Road and Highway 13. The state currently has this road at a 45 mph speed limit. The item was originally placed on the agenda to see if Council wanted to request that NCDOT prepare a speed study of that area but in talking to NCDOT we discovered a study has already been performed in the spring of this year for the section of road we are talking about. As a result of the study they prepared, it was found that the speed of 52 was in their 85th percentile which DOT informed based on their rules and regulations they felt was a comfortable speed for motorist based on the conditions and surroundings. NCDOT's recommendation was to increase law enforcement in the area. Staff would like to see if there was a concern from Council to request that DOT specifically change the speed limit to 35 mph due to all of the residential property.

Councilmember Aycock shared concerns about traffic issues on Central Heights Road for the Hunter's Creek and Bayleaf communities. Councilmember Aycock made the motion to move forward with the request to change the speed limit to 35 mph from Hwy 13 to the existing 35 mph speed limit on Central Heights Road. Councilmember Headen seconded the motion and the motion unanimously carried. Staff will proceed with submitting the paperwork to NC DOT.

Cover Agenda. Each item on the cover agenda was generally discussed. Items with additional comments included the following:

Item C. CU-4-15 Young No – North side of US 70 West between NC 581 and Westbrook Avenue (Increase Internet Games). Councilmember Broadway and Councilmember Headen asked Chief West for clarification on the legality of the internet games.

Mr. Stevens shared that there are challenges with the situation. Chief West shared that the laws change frequently and that the Police Department monitors the facilities for compliance.

Item F. Z-5-15 Islamic Center of Goldsboro, Inc. – South side of Fedelon Trail between Salem Church Road and US 117 (North William Street). Councilmember Headen shared he has a received a number of phone calls from concerned citizens in opposition against the proposal.

Item G. Public hearing regarding proposed issuance of up to \$4,500,000 in Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio) to be issued by the Public Finance Authority and approval in principle of such Bonds. (Hunton & Williams). Mr. Stevens shared that we have

been asked to add this Public Hearing. Mrs. Kaye Scott shared that Mary Nash K. Rusher with Hunton and Williams will be at the 7:00 meeting. She shared that they need the city's support and that they plan to put money into Jefferson Court Apartments.

Item K. Purchase of Mobile/Portable Radios for Fire and Police Departments.

Council and Staff shared information concerning the necessity for upgrading the radios to include the Federal Mandate to upgrade by 2017, being in compliance with other local agencies, and the age of the current radios. Mr. Stevens shared that the money for the radios would need to be appropriated. Mrs. Scott shared that once she got the financing information together she would have to come back to Council.

Item L-1. Resolution Expressing the City of Goldsboro's Interest in Participating in the North Carolina State's Health Plan. Mrs. Scott and Mr. Stevens shared information concerning the State Health Plan and the potential savings to the city.

Councilmember Aycock shared it was hard to find a doctor that is not part of the State Health Plan and that with the large numbers of members the number of catastrophic claims are shared among the larger group.

Councilmember Aycock made a motion to add Item L-1 to the consent agenda, Councilmember Williams seconded the motion and the motion carried.

Item H. Engineering Services Contract for Closed Circuit Television (CCTV) Assessment- McKim & Creed, Inc. Staff shared information concerning closed circuit television assessment.

Mayor Pro Tem Allen shared concerns about the current cost of construction and how that money would be spent. He also asked Mr. Martinez if this assessment could be completed by Public Works staff.

Mayor Pro Tem Allen made the motion to defer the item to the August 3, 2015 meeting, Councilmember Headen seconded the motion and the motion carried.

Item M. Request an Addition to the Sanitation Program to Allow Citizens to Rent a Second Refuse Bin. Mayor Pro Tem Allen shared concerns about the program and also concerning informing citizens about the new rules.

Item S. Monthly Departmental Reports. Councilmember Headen asked Mr. Stevens if the issue has been resolved with Mr. Merritt's concerns expressed over the golf course. Mr. Stevens shared information concerning the issue with Council.

Fire Truck and Training Ground Presentation. Fire Chief Whaley shared information on the Training Ground and presented the new fire engine, a 2015 Pierce Arrow XT. Chief Whaley also introduced part of the Planning Committee for the new truck: Captain Pearson, Captain Singleton and Engineer Eason. Chief Whaley invited Council to come outside after the meeting and look at the new engine.

Councilmember Aycock shared a concern regarding tinted windows on vehicles and the potential danger to police officers.

Closed Session Held. Upon motion of Councilmember Headen, seconded by Councilmember Williams and unanimously carried, Council convened into Closed Session to discuss a property acquisition matter.

Council came out of Closed Session.

There being no further business, the work session adjourned at 6:16 p.m.

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 7:00 p.m. on July 27, 2015 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Chuck Allen
Councilmember Bill Broadaway
Councilmember Charles J. Williams, Sr.
Councilmember Michael Headen
Councilmember Gene Aycock

Absent: Councilmember William Goodman

The meeting was called to order by Mayor King.

The invocation was given by Councilmember Williams.

Cub Scouts from Troop 7 and Troop 766 lead the pledge to the Flag.

Approval of Minutes. Approved. Upon motion of Councilmember Aycock, seconded by Councilmember Headen and unanimously carried, Council approved the Minutes of the Budget Work Session of May 26, 2015 and the Work Session and Regular Meeting Minutes of June 1, 2015 as submitted.

Public Comment Period. Mayor King opened the public comment period. The following person spoke:

1. Lonnie Casey, Jr., 1700 Slocumb Street, Goldsboro, NC Chairman of the Watchdogs of Wayne County, stated he wanted a copy of how much we paid the City Attorney to write him the letter and how much the City Attorney's office has cost last year and any other attorney that may have been hired. He also stated that he is answering Mr. Allen's request he made three weeks ago and the state auditor has assigned an

investigator to him. He stated to Mayor Pro Tem Allen, not to ask or you might receive.

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

Presentation—Child Nutrition and Outreach Program Final Update—Mrs. Shycole Simpson-Carter shared an update on the Child Nutrition Program. She shared the City of Goldsboro kicked off a 13-week pilot program to address childhood hunger that ran from March 14th to June 7th. When the program began it started at Wayne Academy Middle/High School and Dillard Middle School. However, due to low attendance at the feeding sites, on April 11th the City relocated the program to Fairview Community Center and ADLA Structured Day located on Poplar Street. The number of students fed on-site increased by 88%. To expand on that percentage, the first day of the feeding program at the two schools 23 students were fed onsite and we packaged and delivered 577 take-out plates. At the new sites on June 6th 400 students were fed on-site and they ran out of food by 4:30 pm. The total number of children served were around 7,266 during the 13 week pilot program. The program also came under budget by \$20,044, received over \$800.00 in donations and had over 180 volunteers to include Seymour Johnson AFB, churches, civic organizations and private citizens. She also shared that they are looking at transitioning the program from on-site to a mobile feeding program. The mobile feeding program would operate 3 days per week from 5-7 p.m. and could feed about 1,500 per day. Locations and other information is forthcoming.

Mayor King thanked Mayor Pro Tem Allen for chairing the feeding program. He shared that they received a report on child hunger in Wayne County, it is incredible how many kids that are hungry and that a lot of kids only eat what they get at school and that is why they targeted the weekends. He also praised the community and the base for their assistance.

Mayor Pro Tem Allen shared that he facilitated the program and that Shycole Simpson-Carter was the glue for the program. He also thanked the community, churches and the base. He shared that they learned a lot. He stated they believe the problem is that the kids don't have a way there and when they moved the sites it worked better. He also shared that they fed hungry kids and that there is a need. He stated that he thinks we will continue to focus and push on it and keep this going to the best of our ability.

Mayor King stated that this is an ongoing thing and if you can contribute in any way, please do, it is worth it.

Councilmember Williams shared it was a pleasure to serve on the committee and it's a wonderful thing for our Council to have that kind of sensitivity for hungry children. We have quite a few children in our community who are malnourished and don't have food. He shared the program is invaluable and he is proud to be part of it.

CU-4-15 Young No – North side of US 70 West between NC 581 and Westbrook Avenue (Increase Internet Games). Public Hearing Held. On December 5, 2011, the Council approved a Conditional Use Permit to allow the operation of an internet café/sweepstakes facility

at this location which is located within one unit of the Shoppes of Goldsboro at US 70 and NC 581.

Included with the approval was a modification of the separation requirement between such uses and residentially-zoned or developed property from 200 ft. to zero ft. since the property is adjacent to residentially zoned property to the rear.

The approved site plan indicated that the hours of operation would be from 8:00 a. m. to 2:00 a. m., Monday through Sunday. A total of five or six employees were associated with the operation.

At time of approval, the applicant indicated that a total of 30 computers would be located within the operation.

The internet café has continuously operated since that time, however, ownership has changed. The new owner wishes to add 18 computers bringing the total to 48.

As a result of an agreement with the U. S. Attorney's office, six companies which provided sweepstakes software in North Carolina were required to cease operation in the State by July 1, 2015. The City's Police Department so notified each sweepstakes operation within the City's jurisdiction and indicated that they would be inspecting the uses after July 1, 2015 to insure that the six companies are no longer supplying software to the operations. At this time, sweepstakes operations could continue to operate utilizing software provided by companies other than the six which agreed to withdraw from the State of North Carolina.

Previously, the City required internet sweepstakes operations to submit serial numbers for each computer when paying a privilege tax of \$2,500 per establishment plus \$500 privilege tax for each computer. As a result of the North Carolina General Assembly passing legislation which eliminates all municipal privilege license taxes, no new or additional fees will be required as a result of the increase in computers proposed by the applicant.

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

No action necessary. Planning Commission will have a recommendation for the Council's meeting on August 3, 2015.

CU-5-15 Earl Beasley – North side of East Ash Street between Malloy Street and Barrow Court. Public Hearing Held. The applicant requests a Conditional Use Permit to allow the operation of a place of entertainment with ABC permits.

Frontage: 266.71 ft.
Depth: 342.58 ft. (average)
Area: 2.1 Acres
Zoning: General Business

On January 6, 2014, the City Council approved a Conditional Use Permit to allow the operation of a place of entertainment with no ABC permits at this location which was the former site of

Pizza Inn. The applicant proposed operating a venue for country or bluegrass music acts. Site and landscape plans which were also approved at that time, included a modification of the Type C (20 ft. wide) buffer to 10 ft. wide along the western property line.

Exterior improvements were completed and the use was operated for a period of time during which time the tenant/operator of the establishment changed. The use has recently closed.

The new tenant wishes to operate a place of entertainment with ABC permits while basically utilizing the same layout but with a complete kitchen facility within the building and the installation of two bar areas. The applicant is the owner of Hero's Oyster Bar which currently operates on North Berkeley Boulevard.

Based on assembly area, a total of 59 parking spaces will be required. There are 63 parking spaces available which includes three handicapped spaces.

While the use will operate as a restaurant which is permitted within the General Business zoning district, the previously-issued Conditional Use Permit specifically excluded ABC permits.

Hours of Operation: 4:00 p. m. to 2:00 a. m.
(Monday-Saturday)
12:00 Noon to 2:00 a. m.
(Sunday)

No more than 10 per shift (2 Shifts)

The applicant intends to maintain the existing Hero's location on North Berkeley Boulevard as well as this new location. The new location is larger and will allow space for entertainment and live musical and comedy acts.

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

No action necessary. Planning Commission will have a recommendation for the Council's meeting on August 3, 2015.

CU-6-15 Julia Tillett – North side of US 70 West between NC 581 and Westbrook Avenue. Public Hearing Held. The applicant requests a Conditional Use Permit to allow the operation of a bingo game establishment.

On June 4, 2012, the City Council approved a Conditional Use Permit for this location within the Southeast Plaza Shopping Center to operate an internet café/sweepstakes facility. The applicant wishes to convert the internet café to a bingo game establishment.

The unit within the Shopping Center proposed for the bingo establishment has a width of 60 ft., a depth of 60 ft. and a total area of 3,600 sq. ft.

Based on the area proposed for the bingo establishment, a total of 75 parking spaces would be required. There are 275 parking spaces existing within the shopping center which should be sufficient to accommodate all uses.

The property is zoned General Business and is located within the 70-75 decibel noise overlay zone associated with Seymour Johnson Air Force Base. A copy of the Notice of Public Hearing on this request was forwarded to Base personnel for their review and no comments have been submitted.

The applicant has submitted a floor plan indicating that the bingo establishment will include seats for 100 people, a calling platform, snack bar, restrooms, storage and office areas. Hours of Operation will be from 10:00 a. m. to 12:00 a. m., Sunday through Thursday and from 10:00 a. m. to 2:00 a. m. on Friday and Saturday. A total of four employees will be associated with the operation.

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

No action necessary. Planning Commission will have a recommendation for the Council's meeting on August 3, 2015.

Z-5-15 Islamic Center of Goldsboro, Inc. – South side of Fedelon Trail between Salem Church Road and US 117 (North William Street). Public Hearing Held. On February 2, 1998, the City Council approved a zoning change for the subject property from R-12 Residential and Watershed Protection to Office and Institutional-1 and Watershed Protection. The use for the property was limited to a church, Christian Academy (K-12), day care and senior citizen's center.

Site and landscape plans for the property were approved in 2007. A number of modifications were granted in conjunction with the site and landscape plan approval as follows:

1. Modification of the interconnectivity requirement to adjacent properties.
2. Modification of the Type C, 20 ft. wide landscape buffer for the undeveloped portion of the lot that contains existing woodland; and
3. Modification of the requirement that the modular unit be placed parallel with Fedelon Trail.

The developer was required to pay a fee to the City in lieu of for sidewalk construction.

The original church (New Covenant Ministries) relocated and the site is now occupied by the Islamic Center of Goldsboro, Inc. They have requested a rezoning of the property to Office and Institutional-1 Conditional District and Watershed Protection to add the use as a private cemetery to those previously approved within that zoning district.

Frontage: 91.30 ft. (approx.)

Depth: 892.77 ft. (average)
Area: 696,089 or 15.98 acres (approx.)

Surrounding Zoning: North: R-16 Residential
South: R-12/16 Residential
East: R-12 Residential
West: R-12/16 Residential

Currently, the property is occupied by a 2,900 sq. ft. church of modular construction built in 2008. A total of 51 parking spaces, including two handicapped spaces are provided.

The submitted site plan shows approximately three acres of existing cleared land east of the existing church parking lot to be used for the location of a private cemetery containing areas for 1,033 graves. Included within this acreage is .75 acres to be used for a memorial service area.

A 20 ft. wide gravel drive is shown to extend from the existing asphalt parking lot a distance of 540 ft. to the entrance of the proposed cemetery. A modification to allow the drive to be graveled rather than paved is required, however, the staff recommends that the drive be paved.

In order to minimize the possibility of congestion which would limit safe access to and from the site during an emergency, staff has asked the site engineer to reconfigure a new traffic circulation plan as an alternative for the gravel drive which terminates at the entrance to the cemetery. The new circulation plan would be subject to approval by the Planning Department. No construction permits will be issued prior to this item being appropriately addressed.

Ten ft. wide walkways will be provided throughout the cemetery and the entire area will be enclosed by a 4 ft. high chain link fence with double-gated access located at the end of the gravel drive.

The submitted landscape plan indicates a proposed 20 ft. wide, Type C buffer yard along a portion of the northern property line. Although this property line adjoins vacant farmland, the landscaped buffer must be extended along the entire northern property.

A 20 ft. wide landscape buffer is shown along the entire eastern property line and the cemetery will be set back 50 ft. from both the northern and eastern property lines.

Existing woodland will remain and serve as a buffer along the southern property line except for that area where a farm path extends back to vacant farmland.

The asphalt driveway extending from Fedelon Trail will be buffered on both sides with a 20 ft. wide planted buffer.

Mayor King opened the public hearing and the following persons spoke:

1. Muhammad A. Bhatti, 201 Tonya Drive, shared that there were only a few Muslim families in the area when he moved here 22 years ago and it now has grown to roughly 80

families. He shared information about Muslim ceremonies and the location of their facility. He shared that as Muslims, they have their own religious obligations and specific requirements for burying their dead. He shared they have to take their loved ones to other cities to be buried because there isn't a place in Goldsboro to bury them. He shared they have reserved a parcel of land at their center away from the local population. He shared an appeal to the Council to grant permission to open the cemetery so they can meet the religious obligations of their deceased loved ones. (A handout from Dr. Bhatti which is Exhibit A is attached.)

2. Johnnie Barnes, 310 Fedelon Trail, shared that he and his family own property on Fedelon Trail including property adjoining the front and the side of the proposed site of the land the graveyard is going to be on. He shared he joins with his neighbors in the Fedelon community to encourage the Council not to pass the zoning amendment to include cemetery use to the existing zoning. He shared that 60% of the community signed the petition and recommends not passing the petition. He shared the only reason more didn't sign the petition is because they didn't have the time, if they had more time he is sure the percentages would have been greater. They are concerned with the impact on the integrity of the community to include family comfort, real property values and the potential effect on ground water, given that some in the community still use well water. He shared that a cemetery changes the character of an area and some people will not consider locating to that community because of a cemetery. He also shared expert real estate agents and broker's opinion on the impacts of cemeteries and quotes from a book titled "*Grave Matters*" by Mark Harris. He shared that they as a community are very concerned and encourage the defeat of this zoning request.
3. William Pearman, 601 Fedelon Trail, shared that he owns the 13 acres between the proposed rezoning and Hooks River Road and he is also worried about what it will do to his property value. He has been working with Miracle Temple, Mona Lisa Williamson about buying this piece of property. He shared there is an agreement that was filed in the mid-1960's between Nanny Hollowell Singleton and his parents. His parents moved there in 1936 and his grandfather bought the land and transferred the property to his parents. He shared the agreement between Nanny Hollowell Singleton and Charlie and Mary Pearman was that they would have access to the farm land from Fedelon Trail, otherwise they would have to go down Salem Church Road up to Hooks River Road and up to get to their property. They have used that property for 70 years to access the farm. He shared that the agreement should have been filed but he hasn't had time since the notice was given and the Council meeting to get proper documentation. He shared he also owns property on Fedelon Trail. He shared he has had calls from people wanting to buy the land to put apartments on but he values his neighborhood and his neighbors and doesn't think apartments is what he wants in his backyard. He is in agreement with his neighbors, they haven't had PA systems blasting loud messages and disturbing the neighbors. He also stated he would like a stop sign at their driveway before they enter Fedelon Trail, so that they know state law requires them to stop before entering the highway. Mr. Pearman also shared comments concerning family and patriotism.
4. Richard Linch, 512 Fellowship Church Road, Princeton, shared he is a member of the Muslim community which is at the corner of Elm and Slocumb. He shared that in terms of the contamination of the soil, Muslims don't embalm. They try to get the bodies in the

ground within 3 days, he has heard the other speakers talk about contaminating the land with embalming fluid and etc., but that they embalm.

5. Hamin Muhammad, 103 Banks Avenue, shared he has been living in Goldsboro for over 30 years, is from New Jersey and is a Muslim, striving to improve himself as an asset to this community. He shared he pledges allegiance to the American flag and served in the US Air Force, which is how he ended up in Goldsboro, NC. He shared as a Muslim looking at the news and seeing the actions of some of our citizens all over the country, they hate on Muslims. He shared they don't know what Islam and Muhammad is about but he was a peace and loving individual and everything they put on him is not true and everything you believe about Muslims is not true. He shared that they are an asset to any community they move into and if the people who are doing these things all over the world are calling themselves Muslims, they are not acting as Muslims. He shared that most of Council are educated and intelligent individuals but we allow ourselves to be conditioned by the media and it is not right. He shared he was proud to be an American and we need to stop hating on Muslims and Islam. He also shared his thoughts about slavery, terrorism, and Allah. He shared he has seen many cemeteries in residential areas. He asked Council to purify and search their hearts and minds and allow this situation to go forth.
6. Hason McBride, 135 St. Matthews Road, shared he wanted to give his support to the Muslim community. He has lived here all of his life and last year had to bury his father who was also a Muslim that has lived here all his life and unfortunately, since there is no cemetery here, they had to take him to Raleigh. He shared it would be a great asset to our community if we had somewhere locally. He also shared information about his father which was from Goldsboro and how he worked to help the community. He asked Council to open their hearts, it's humane, they have to bury their dead and since they live in Goldsboro why can't they bury their dead in Goldsboro.

Councilmember Williams commented that he lives right down the street from a mosque and in the years he has lived there and the 19 ½ years he has been on the Council, he has never heard one complaint against the mosque.

Mayor King commented that he thinks it is appropriate for him as Mayor of this city to let everyone know that he welcomes all citizens; race, creed, color, religion, height, weight, it doesn't matter. He shared that if you live in this city that is all he is concerned about. He also shared he would do for anyone the same he would do for their neighbor or whoever. He shared he could hear the frustration of the last speaker and he hears it and understands what he's saying. To this Council and to this Mayor it doesn't matter who you are, if you are a citizen of this city, it is our job to serve you. He shared that as long as he is here, he doesn't care what your race, sex or religion is. If you are citizen and are contributing, that is all that matters and he thanks you very much for choosing Goldsboro to live in.

No action necessary. Planning Commission will have a recommendation for the Council's meeting on August 3, 2015.

Planning Commission Excused.

Public hearing regarding proposed issuance of up to \$4,500,000 in Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio) to be issued by the Public Finance Authority and approval in principle of such Bonds. Public Hearing Held. Public hearing regarding proposed issuance of up to \$4,500,000 in Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio) to be issued by the Public Finance Authority and approval in principle of such Bonds.

This is a hearing to consider the proposed issuance by the Public Finance Authority (“PFA”) of not to exceed \$75,500,000 Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio) (the “Bonds”), a portion of which in an amount not expected to exceed \$4,500,000 will be loaned to FFAH Jefferson Court, LLC, a North Carolina limited liability company, an affiliate of the Foundation for Affordable Housing, Inc. (the “Borrower”), to finance the acquisition and renovation of an existing affordable multifamily rental housing development located in Goldsboro.

PFA is a political subdivision of the State of Wisconsin created for the purpose of issuing tax-exempt and taxable conduit bonds for public and private entities nationwide. PFA is sponsored by the National Association of Counties, the National League of Cities, the Wisconsin Counties Association and the League of Wisconsin Municipalities. The Borrower has requested that PFA act as the issuer of the Bonds in order to achieve cost efficiencies by using a single bond issue to finance projects located in more than one state. The Bonds are not debt of the City of Goldsboro or PFA, but rather are payable solely from debt service payments received from the Borrower.

Federal tax law requires that tax-exempt bonds issued to finance affordable housing be approved by the elected legislative body of the governmental unit that has jurisdiction over the area in which the facility is to be located after holding a public hearing (Internal Revenue Code Section 147(f)). The proposed facilities are within the jurisdiction of the City.

A portion of the proceeds of the Bonds will be loaned to the Borrower and used to finance and/or refinance the acquisition, rehabilitation, equipping and/or improvement of Jefferson Court Apartments, a 60-unit multifamily rental housing development located at 1100 N. Jefferson Street, Goldsboro, North Carolina (the “Development”); to pay interest on the Bonds, to pay costs of issuance of the Bonds, and/or to fund a debt service reserve fund for the Bonds. PFA and the Borrower have requested the City to approve the issuance of the Bonds solely for purposes of Section 147(f) of the Code.

The Bonds will be sold in a public offering with Stifel, Nicolaus & Company, Incorporated as the underwriter, and are expected to be issued in early September, 2015. The Borrower will agree to repay the principal, premium, if any, and interest on the Bonds. Neither the City nor PFA will have any liability whatsoever for the payment of principal or interest on the Bonds. Because no taxes or other revenues of the City are pledged to pay these Bonds, the staff of the City has made no financial analysis of the Bonds, the Borrower or the Development.

As noted in the resolution, the Bonds do not constitute a debt of the State of North Carolina or any political subdivision or any agency thereof, including the City, or a pledge of the faith and credit of the State of North Carolina or any political subdivision or any such agency, including the City, but are payable solely from the revenues and other funds provided for in a loan agreement between PFA and the Borrower. Accordingly the City pledges neither its taxing power nor revenues for these Bonds, and the Bonds will not affect the City's debt ratios or legal debt limit.

The notice of public hearing (attached) was published in The Goldsboro News-Argus as required by law. The form of the resolution to be adopted by the City is also attached.

That the City Council, at the conclusion of the public hearing regarding the same, adopt a resolution approving, for purposes of meeting the requirements of the Internal Revenue Code of 1986, as amended, the issuance by the Public Finance Authority of a portion of its not to exceed \$75,500,000 Multifamily Housing Revenue Bonds, Series 2015 (Foundation for Affordable Housing North Carolina and Missouri Portfolio).

Mary Nash Rusher, with Hunton & Williams, Bond Attorney in Raleigh shared she is working with the Foundation for Affordable Housing, a non-profit organization that is in the business of developing, acquiring, renovating and preserving affordable housing across the country. She shared they are working on a portfolio of 13 existing affordable housing developments in North Carolina and Missouri. The Foundation for Affordable Housing is working with the Public Finance Authority, a nationwide issuer which has the statutory authority to issue bonds across the country. The Foundation for Affordable Housing has asked the Public Finance Authority to issue bonds on their behalf, 75 million dollars in bonds to finance the acquisition and renovations of these 13 apartment complexes that are already affordable housing. One of the 13 apartments is Jefferson Court Apartments on Jefferson Street in Goldsboro. She shared that the mission of the organization is to purchase affordable housing and to ensure it remains affordable housing. Under the tax code they will be required to put restrictive covenant on the record that it will remain affordable housing going forward and will spend funds to address critical needs. The federal tax code requires that an approval in principal be given by the jurisdiction in which any project that is financed with tax exempt bonds is located. She stated this is not the city's debt and they are only approving the fact that tax exempt bonds will be used to finance the acquisition and renovations of this affordable housing. Code requires that a public hearing be held after notice is given and if Council sees fit, to adopt the resolution.

Mayor Pro Tem Allen asked if part of this 4 ½ million dollars is to buy this facility and what is intended for renovations versus purchasing. Ms. Nash Rusher stated they are running critical needs assessments across all the projects and when they come back they will spend the money that is needed on that up fit. Mayor Pro Tem Allen stated he is trying to learn and that one of his concerns as a council person is as far as he knows we have a stable community there and he doesn't know who this new group is and how they are going to manage it. Ms. Nash Rusher stated she can provide Council with information about the history of the manager they will put in place and she thinks it will be sold regardless. Mayor Pro Tem Allen asked if the type of tenants will remain the same. Ms. Nash Rusher stated the tenant type will remain the same, they will transfer the housing assistance program contract from the current owner to the next owner. She

also stated it won't be an effect on the tenants in the sense where they would have to move. Mayor Pro Tem Allen asked if the Council vote needed to be held tonight, if it could be put off a week. Ms. Nash Rusher stated that the vote could wait and she would provide Council more information.

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

Consent Agenda - Approved as Recommended. City Manager, Scott A. Stevens, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. **Mr. Stevens reminded Council Item H. Engineering Services Contract for Closed Circuit Television (CCTV) Assessment-McKim & Creed, Inc. was deferred during the Work Session and Item L-1 Resolution expressing the City of Goldsboro's interest in participating in the North Carolina State's Health Plan was added.** Councilmember Headen moved the items on the Consent Agenda, Items I, J, K, L, L-1, M, N, O, P, Q, R, S and T be approved as recommended by the City Manager and staff. The motion was seconded by Mayor Pro Tem Allen, and a roll call vote resulted in all members voting in the affirmative. Mayor King declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

FY 2015-16 Installment Financing – Vehicles. Resolution Adopted. When Council adopted the FY 2015-16 budget, several vehicles were characterized to be purchased through installment financing.

The following vehicles were listed to be purchased by an installment financing agreement pursuant to N.C.G.S. 160A-20:

<u>Dept.</u>	<u>Description</u>	<u>Amount</u>
Inspections	Pick-Up Truck	\$ 20,000
Streets & Storms Salt	Spreader	12,000
	Crew Cab Pick-Up Truck	25,000
	Fully-Automated Garbage	285,000
Sanitation	Admin. Vehicle	28,000
Fire	Admin. Vehicle	19,000
Police	Sports Utility Vehicle	29,119
	½ Ton Pick-Up Truck	21,500
	Pick-Up Truck .	29,000
	Dump Truck	49,000
Parks & Recreation	Jet Vac Truck	<u>365,000</u>
	Total	\$882,619

The City will start the Request for Proposals (RFP's) for the abovementioned vehicles to banking institutions in December 2015 with an anticipated loan closing in January 2016. The bid proposal will request quotes over a five (5) year term.

Since the equipment will be necessary before financing can be finalized, a reimbursement resolution is needed in the amount of not to exceed \$900,000.

Staff recommended Council adopt the following entitled resolution declaring the City Council's intent to reimburse the City of Goldsboro from the proceeds of the installment financing for the vehicles listed above in the amount not to exceed \$900,000. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

RESOLUTION NO. 2015-49 "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDSBORO, NORTH CAROLINA DECLARING ITS INTENTION TO REIMBURSE THE CITY OF GOLDSBORO, NORTH CAROLINA FROM THE PROCEEDS OF THE INSTALLMENT FINANCING FOR VEHICLES"

Budget Amendment - Outstanding Purchase Order Adjusting Entries. Ordinance Adopted. It is a practice of the City of Goldsboro when incurring expenses to encumber money through the use of a purchase order. Purchase orders remain outstanding until the item or service being procured is received by the affected department. At that time, the purchase order is closed out through the issuance of a payment check.

Accounting standards for municipal governments necessitate that certain book entries be undertaken at the conclusion of a fiscal year. These entries, in effect, close outstanding purchase orders from the previous fiscal year, and reappropriate funds for the same purpose for the new fiscal year. Failure to accurately reflect the receipt of materials, supplies and services during the same year in which monies are appropriated distorts the City's financial statements. Generally accepted accounting principles mandate that appropriations and expenditures correspond to the same fiscal year.

The City of Goldsboro has its financial records and subsidiary systems on an on-line computer basis; therefore, it is necessary to make adjusting entries concerning outstanding purchase orders as close to the beginning of a new fiscal year as possible. As in previous instances, these transactions do not alter the City's unappropriated, unrestricted fund balances. These entries basically appropriate sufficient funds to correspond with the budget year in which purchase order payments will be made by the City.

Staff recommended Council adopt the following entitled Ordinance amending the Budget Ordinance for the 2015-16 Fiscal Year by appropriating monies associated with outstanding 2015-16 purchase orders. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

ORDINANCE NO. 2015-27 "AN ORDINANCE AMENDING THE BUDGET ORDINANCE OF THE CITY OF GOLDSBORO FOR THE 2015-16 FISCAL YEAR"

Purchase of Mobile/Portable Radios for Fire and Police Departments. Approved. The City of Goldsboro met with the Wayne County Office of Emergency Management on their plans to convert the county's radio communication system. Within 3 to 5 years, Wayne County will be moving the current system to the Phase 2 radio platform so that it would meet federal

guidelines. At this time, a majority of the City's radios are not Phase 2 compliant and many of the radios are not being supported by the manufacturer. With the older radios, sometimes the radios struggle to function with the current system, which sometimes creates an unsafe working environment for the fire and police personnel.

All of Wayne County's emergency management agencies have been contacted and presented an opportunity to purchase new Phase 2 radios at a discounted cost. Also, the vendor has agreed to accept as trade-in any brand radios as credit towards the purchase. Wayne County and the Volunteer Fire Departments have all agreed to upgrade to the Phase 2 radios.

Once all the radios are upgraded to the Phase 2 platform, Wayne County Emergency Management can activate the Phase 2 capability, which will double the capacity of channels available to our employees.

The City of Goldsboro would like to move forward and replace all of its radios to Phase 2. The City would be replacing 105 mobile and 119 portable radios within the Police Department and 13 mobile and 28 portable radios within the Fire Department. The replacement cost is \$546,937.

The City's Finance Department is working with Suntrust on a lease agreement for funding for this purchase. Suntrust submitted a proposal citing a 1.95% interest rate over a 3-year term. The documentation and escrow fees will be \$350.

Staff recommended Council authorize the City Manager and Finance Director to enter into agreements with Suntrust to purchase the Phase 2 radios at a cost of \$546,937 over a 3 year term. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

Establishing the Capital Projects Fund Ordinance – W. A. Foster Center Construction and Goldsboro Country Club Property Renovations Projects. Approved. In September 2014, the City Council authorized the contract with T.A. Loving Company for the design-build team for the construction of W. A. Foster Recreation Center. Also, in February and March 2015, Council approved the purchase and renovations of the property located at 1501 South Slocumb Street. On June 15, 2015, Council authorized the installment financing with Sterling National Bank in the amount of \$7,200,000.

The City closed on the loan with Sterling National Bank on June 26, 2015 with an interest rate of 2.91% over a term of 15 years. Since these construction projects have been awarded, it is necessary that a capital projects ordinance be established that will represent the construction costs along with the loan proceeds.

The City received reimbursement in June 2015 for costs incurred for the Goldsboro Country Club purchase and renovations along with the W.A. Foster Recreation Center design services. The amount received was \$902,588.06. It is necessary to adopt a capital projects ordinance for the loan proceeds associated with the construction projects and cost of issuance in the amount of \$6,377,411.94.

Staff recommended Council adopt the following entitled Capital Projects Fund Ordinance in the amount of \$6,377,411.94. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

ORDINANCE NO. 2015-28 “AN ORDINANCE ESTABLISHING THE CAPITAL PROJECTS FUNDS FOR W.A FOSTER AND GOLDSBORO COUNTRY CLUB PROPERTY”

Resolution Expressing the City of Goldsboro’s Interest in Participating in the North Carolina State’s Health Plan. Resolution Adopted. The City of Goldsboro is currently participating in a fully-insured health plan with Cigna Health Care. On June 22, 2015, the General Assembly of North Carolina enacted House Bill 154 allowing local government units to join the State Health Plan for Teachers and State Employees. In accordance with North Carolina G.S. 135-48.47, the interested unit must pass a resolution expressing the local government’s desire to participate in the State plan.

Staff recommended Council adopt the following entitled Resolution indicating its interest in participating in the North Carolina State’s Health Plan and authorizing the City Manager to gather the necessary information and requirements in accordance with House Bill 154. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

RESOLUTION NO. 2015-50 “RESOLUTION EXPRESSING THE CITY OF GOLDSBORO’S INTEREST IN PARTICIPATING IN THE NORTH CAROLINA STATE’S HEALTH PLAN”

Request an Addition to the Sanitation Program to Allow Citizens to Rent a Second Refuse Bin. Approved. As part of the Sanitation Department’s switch from semi-automated to fully-automated vehicles, the city has required the citizens to follow additional rules for bin placement in order to be serviced. One of these rules is that “Overflow” trash is no longer accepted by the City because the new trucks cannot service overflow. An option for the Citizens is to rent a second container from the City which would increase the amount of refuse collected at a residence without having overflow.

The Sanitation Department takes great pride in servicing our customers and wants to ensure our customers are taken care of. The department simply cannot service overflow refuse with the new vehicles and program. The proposed solution is to rent a second bin (no more than a second bin) to our residential customers. These bins will still follow the placement guidelines that have already been approved in the City’s Ordinance. Due to capacity issues, the Sanitation staff will not begin offering a second refuse bin to the citizens until the bin placement guidelines are enforced. This program does not include recycling bins.

Staff recommended that Council approve offering citizens a second refuse bin at a cost of an additional \$4 per month added to their current Sanitation charges. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

Request for Extension of Three (3) Temporary Personnel for Sanitation Division up to Eight (8) Weeks Ending No Later Than Friday, September 11, 2015. Approved. As part of the Sanitation Department’s switch from semi-automated to fully-automated vehicles, the city has required the citizens to follow additional rules for bin placement in order to be serviced.

These rules are not yet enforced to help educate the citizens and to ease in the transition over to the new program. The additional employees are required in order to operate in the interim until the new rules are enforced.

The new program went live on June 1st, 2015 however, the enforcement of the adopted ordinances has not gone into effect yet. These rules have not been enforced because the City wants to help the citizens gradually transition over to the new requirements. Because of this, the fully-automated vehicles cannot finish their designated routes without an additional person on the vehicle. City Staff is proposing to begin enforcement of the sanitation rules on Monday, September 14th, 2015 (the week after the Labor Day holiday which is about 3.5 months after program launch). We anticipate utilizing these personnel until the routes' efficiency increase enough so that they are not needed or until enforcement of the rules go into effect. The division is asking for three (3) temporary personnel, one for each fully-automated truck.

Staff recommended Council approve to extend three (3) temporary sanitation employees ending no later than Friday, September 11, 2015. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

Resolution and Budget Amendment - 2015 Urgent Repair Program (URP15). **Resolution and Ordinance Adopted.** The City of Goldsboro applied for a grant in January, 2015 for funding by North Carolina Housing Finance Agency (NCHFA) through the North Carolina Housing Trust Fund for the 2015 Urgent Repair Program (URP15) in the amount of \$100,000. This grant is to be in conjunction with the City's Community Development Block Grant Program. In April of this year, the City Council adopted and approved the URP15 Assistance, Procurement, and Disbursement Policies to conduct the Urgent Repair Program in conjunction with the City's Community Development Block Grant Program.

North Carolina Housing Finance Agency (NCHFA) has awarded the City funding for the 2015 Urgent Repair Program (URP15) in the amount of \$100,000 to assist a minimum of fifteen (15) eligible very-low and low-income homeowners with urgent repairs up to \$8,000 per home to prevent displacement, which poses an imminent threat to their life and/or safety. The time period of this grant is 16 months beginning on August 1, 2015 and ending on December 31, 2016.

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

Staff recommended Council adopt the following entitled resolution authorizing the Mayor and City Clerk to accept and sign a contract with NCHFA in the amount of \$100,000 and adopt the following entitled Ordinance to reflect an increase in the Community Development revenues and an increase in the operating expenditures of the Community Development Block Grant's budget by a total of \$100,000. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

RESOLUTION NO. 2015-51 "RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO ACCEPT AND SIGN A CONTRACT WITH NCHFA"

ORDINANCE NO. 2015-29 “AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE CITY OF GOLDSBORO FOR 2015-2016 FISCAL YEAR”

Planning Commission Appointment. Resolution Adopted. There is an existing vacancy on the Goldsboro Planning Commission. Citizen involvement is vital to the performance of City government. It is necessary that an additional appointment be made in an effort to fill this vacancy.

Recommendations for appointment were requested from the Goldsboro Planning Commission. The following individual has submitted an application to be on the Goldsboro Planning Commission and was recommended by the Goldsboro Planning Commission. Patrick McArthur

Staff recommended Council adopt the following entitled Resolution appointing Patrick McArthur to the Goldsboro Planning Commission. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

RESOLUTION NO. 2015-52 “RESOLUTION APPOINTING A MEMBER TO THE GOLDSBORO PLANNING COMMISSION”

Goldsboro Tourism Council Appointment. Resolutions Adopted. On January 5, 2015, Ms. Patti Mitchell was appointed to serve on the Goldsboro Tourism Council to her second term with her term expiring on December 31, 2017. Ms. Mitchell has resigned effective May 31, 2015.

Ms. Mary Ann Dudley has submitted an application to serve on the Goldsboro Tourism Council. Staff would recommend Ms. Mary Ann Dudley to fill the unexpired term left by Ms. Mitchell’s resignation whose term expires on December 31, 2017.

Staff recommended Council adopt the following entitled Resolutions appointing Ms. Mary Ann Dudley to the Goldsboro Tourism Council and commending Ms. Patti Mitchell who has served on the Goldsboro Tourism Council. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

RESOLUTION NO. 2015-53 “RESOLUTION APPOINTING A MEMBER TO AN ADVISORY BOARDS AND COMMISSION”

RESOLUTION NO. 2015-54 “RESOLUTION COMMENDING AN INDIVIDUAL WHO HAS SERVED ON THE GOLDSBORO TOURISM COUNCIL OF THE CITY OF GOLDSBORO AND DIRECTING THE MAYOR ON BEHALF OF THE CITY COUNCIL TO PRESENT THE INDIVIDUAL WITH A CERTIFICATE OF APPRECIATION”

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

The agreement stated that American Legal Publishing Company would prepare supplements for incorporation of new Ordinances to the City Code of Ordinances on a recurring basis. In compliance with this agreement, the City has received the S-37 Supplement. This Supplement contains all Ordinances of a general nature enacted since S-36 Code of Ordinances dated October 6, 2014.

Staff recommended Council adopt the following entitled Ordinance enacting and adopting the 2015 S-37 Supplement to the Code of Ordinances of the City of Goldsboro. Consent Agenda Approval. Headen/Allen (6 Ayes- Goodman Absent)

ORDINANCE NO. 2015-30 “AN ORDINANCE ENACTING AND ADOPTING A SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA”

End of Consent Agenda.

City Manager’s Report. No Report.

City Attorney’s Report and Recommendations. No report.

Mayor and Councilmembers’ Reports and Recommendations. Mayor King read the following Proclamation:

Proclamation--32nd Annual National Night Out– 2015. Mayor King proclaimed Tuesday, August 4, 2015, National Night Out in the City of Goldsboro, North Carolina and called upon all citizens of the City of Goldsboro to join the National Association of Town Watch in supporting the “32nd Annual National Night Out” on August 4, 2015.

Mayor King shared this is an effort we have been doing for a lot of years now and he remembers the first one we participated in and there wasn’t many people that came out. He shared he is glad the event has grown and the support is what it should be. He shared that it is important that we show law enforcement what a tremendous job they are doing. He also shared that what they have in other cities, we won’t have in Goldsboro because we have professional law enforcement. He shared that since he has been here in 1979, no citizen has been shot by law enforcement but two of our officers have been shot. He shared that he respects them and supports them. He shared that the Goldsboro Police Department and the Wayne County Sheriff’s Department, it doesn’t get any better than that.

Mayor Pro Tem Allen had no report.

Councilmember Aycock shared that he conveys what the Mayor said about the police force, they are excellent. He also thanked the Scouts and shared they are benefiting from what they are learning and without the leaders there would be no scouts. He also thanked the leaders and charged the Scouts to get their Eagle, it will mean a lot.

Mayor King shared he wanted to give his support to scouting and that he was a boy scout many years ago and it gave him his foundation on which he lives today. He shared the one thing

that stuck with him from scouting is the motto, Be Prepared. If you listen to that and live by that, you will make it very well.

Councilmember Williams shared our city is making progress with the projects we are engaged in also concerning infrastructure and housing. He stated we are trying to emphasize the fact that all of us has responsibility in keeping our city clean. He also shared that the community around Stoney Creek Park is trying to keep that area clean.

Councilmember Broadway shared he wanted to congratulate the boy scouts for being here and they get parts of two merit badges. He also shared information about the Wayne County Veterans and Patriots Association's 4th Annual Purple Heart Banquet on August 7 at First Pentecostal Holiness Church. He stated they will be honoring 54 Purple Heart Recipient and 19 families of KIA's. He shared the tickets are \$20.00 and you can call him or Bill Graham to purchase the tickets.

Councilmember Headen shared he wanted to thank the scouts for being there tonight and they are like the Marine motto, The Few, The Proud and they are proud of them. He shared that as a council he is glad to hear that they are making more inroads in cleaning up and doing more with infrastructure, especially with paving our roads and streets. He shared there are streets in all the districts that need a lot of work and they try to do that. He also shared and he would like to see that continue this upcoming year and years to follow. He shared that we should focus our energy on improving our streets for our citizens, we owe it to them to do that and to make sure we are spending the money as we should.

Mayor closed the meeting by saying keep Goldsboro and Wayne County clean.

There being no further business, the meeting adjourned at 8:20 p.m.

Alfonzo King
Mayor

Laura Getz
Deputy City Clerk

All Praises and thanks be to the Lord of the universe for His infinite blessings and bounties on all of us, and who is The Creator and the Sustainer of the Worlds, and Salutations to all His Messengers who showed us the Right Path and educated us on how to live peacefully, with dignity, love and respect for one another. I am also grateful to this committee, who, despite their busy schedule, have been kind and gracious enough to allocate their precious time for this hearing and for a favorable consideration to our request.

Honorable Mayor, respected members of the committee;

Ladies and Gentlemen, Good Afternoon;

My name is Muhammad A. Bhatti, commonly known as Dr. Bhatti. I am a physician who relocated myself from Atlanta, Ga in the early 90's to this great city of Goldsboro. There were only a few Muslim families (5-6) in this area when I moved here some 22 years ago. With the great leadership of the city government and with the help of people like you

who have committed their lives for the service of the people and for the betterment of the Humanity, this community has thrived and the population of the Wayne County has almost doubled to about 125,000 since the early 90's and so has the Muslim community grown to roughly 80 families in and around the Goldsboro area today.

We started our religious obligations in a small room in my office and as the community grew, we gradually moved to bigger places, until recently, about 2 years ago, we were able to purchase a parcel of land, roughly 16 acres with an existing building. Our religious obligations usually consist of weekly Friday prayers and two annual religious celebrations. The first one is to celebrate the end of the Month of Fasting that we just celebrated last week, and the 2nd one which is common to all of us, and is in the Memory of the Great Sacrifice of Prophet Ibrahim for his son, which usually follows about 2 ½ months after the first one. All these ceremonies are well organized and done quietly and peacefully, and usually last less than two hours each. Our

facility is located about 500 feet away from the main street and has its own private parking lot and hence there is absolutely no disturbance to the traffic or any inconvenience to the local community.

Dear Committee Members and listeners:

We all know that where there is life, there is death also. Our community that consists of more than 80 families, has absolutely no place in and around Wayne County area for the burial of our loved ones. We have to take them to Raleigh and sometimes travel as far as to Chapel Hill and even to Burlington for their final destination to rest in peace. This has caused a lot of difficulties and inconveniences not only for the community, but also it has resulted in unnecessary suffering of already bereaved and grieved families.

As Muslims, we have our own religious obligations and specific requirements for the burials of our dead, and unfortunately we cannot share local cemeteries due to some religious restrictions. We have reserved a good parcel of land at our center away and desolate from

the local population. Maps have been drawn and soil has been tested for its appropriateness. We are also willing to fulfill any and all city and county requirements. We anticipate no disturbance or inconvenience to the people residing in the area.

We, therefore, appeal to the committee with great humbleness, to kindly consider our request favorably and grant us the permission to open our own facility (cemetery), so that we can meet our religious obligations towards our deceased loved ones.

We shall, forever, remain grateful for this act of your kindness, after all we are all children of the same parents (Adam and Eve) and we all share a common ancestry.

I, and all the members of our community pray for your good health and happiness with prosperity and longevity.

Once again thank you all for your time and patience.

Sincerely,

M. A. R. Galt, MD



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION "WAGES" DAY

WHEREAS, during the State of the Union address on January 8, 1964, President Lyndon B. Johnson declared unconditional "War on Poverty" leading Congress to pass the Economic Opportunity Act; and

WHEREAS, in response to the Economic Opportunity Act, the Wayne Action Group for Economic Solvency Inc. (WAGES) was founded as a Community Action Agency dedicated to mobilizing resources to combat poverty; and,

WHEREAS, WAGES was chartered by a resolution of the Wayne County Commissioners in 1965 and the agency held its first Board of Directors meeting on November 19, 1965. It was at this meeting that officers were elected, a constitution and bylaws were adopted, and WAGES began to identify programs and services needed in the community; and

WHEREAS, the earliest programs were the Neighborhood Youth Corps and Head Start and since the creation of WAGES there have been many programs to assist the citizens of Goldsboro and Wayne County; and

WHEREAS, Current WAGES programs include: CSBG Self-Sufficiency Project, Head Start, Early Head Start, Wayne County First Steps, Weatherization Assistance Program, Heating and Appliance Repair and Replacement Program (HARRP), Foster Grandparent Program, Senior Companion Program, Nutrition Program for the Elderly with Congregate Services and Meals on Wheels; and

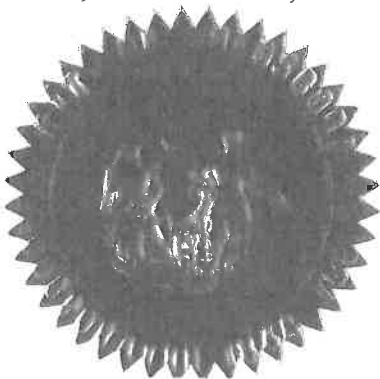
WHEREAS, the Wayne Action Group for Economic Solvency (WAGES), celebrates 50 years of service and success by impacting over 2,090 individuals in the community with 198 dedicated employees.

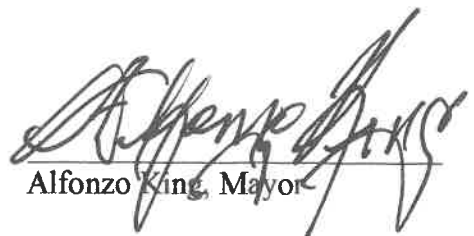
NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim October 17, 2015, as

"WAGES" DAY

in Goldsboro, North Carolina, and encourage residents to recognize the positive impact that the Wayne Action Group for Economic Solvency (WAGES) has made to the City of Goldsboro.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 5th day of October, 2015.




Alfonzo King, Mayor

CITY OF GOLDSBORO

AGENDA MEMORANDUM

OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: CU-8-15 C. C. Wilkins – North side of US Highway 70 East between Ash Street Extension and Millers Chapel Road

BACKGROUND: The applicant requests a Conditional Use Permit to allow a body shop and automobile repair facility within the Airport-Business zoning district.

Frontage: 289.47 ft.

Depth: 100 ft. (average)

Area: 28,947 sq. ft., or 0.66 acres

Zoning: Airport Business

The property is located within the 75-79 decibel noise overlay and the Accident Potential Zone associated with Seymour Johnson Air Force Base.

The site was previously utilized as a towing and storage business.

DISCUSSION: There are two buildings on the property which contains two lots in the same ownership. The western building contains 492 sq. ft. and is currently utilized as a tattoo business. The easternmost building contains 2,846 sq. ft. and is proposed for use as the body shop and auto repair facility. A fenced-in area to the east would be utilized for storage.

The request was forwarded to officials at Seymour Johnson for their analysis. Although the request would be considered compatible based on height and noise reduction measures, the Floor Area Ratio (FAR) which is the building size in relation to the lot size is not compatible. Based on that information, the land area designated for the proposed body shop and auto repair facility would have to be increased in order to meet the FAR requirements and be considered compatible with the AICUZ Study.

The applicant owns land to the rear of the subject property and is willing to designate the amount necessary in order to meet the FAR ratio. This was done previously by this same applicant in conjunction with a request for a dog

grooming/pet boarding operation approved by the Council in 2014.

In order to meet the FAR ratio, the applicant will be required to add approximately 10,000 sq. ft. of land area to the subject property by providing a survey which indicates this additional area.

A site plan will have to be prepared showing this additional land area along with a number of required modifications as follows:

1. Modification to allow existing parking and storage areas to remain unpaved;
2. Modification of Type A buffer along the eastern and western property lines;
3. Modification to allow existing plant material at the rear to serve as the rear yard buffer.
4. Modification of interconnectivity to the east, however an easement will be designated to provide a future connection.

The applicant's engineer is preparing a site plan which will include additional land area and incorporate the requested modifications. Once completed, it will be forwarded to SJAFB officials for their comments in order to insure compatibility with their mission.

The applicant has installed two street trees at the front of the lot.

At the public hearing held on September 21, 2015, no one appeared to speak either for or against this request.

The applicant has submitted a new site plan which incorporates additional property to the rear of the lot. This site plan will be submitted to Seymour Johnson officials for their re-evaluation and approval.

The Planning Commission, at their meeting on September 28, 2015, recommended approval of the Conditional Use Permit and site plan with the requested modifications, however, they indicated that the site should be paved after a one-year period. Since the site had previously been operated as a vehicle towing business and had been closed for less than one year, the staff would not object to the paving modification at this time. In the future, if the use of the property appreciably changes, all Ordinance regulations would then be required.

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

1. Adopt an Order approving the Conditional Use Permit to allow the operation of a vehicular body and repair shop subject to approval of the request by SJAFB officials;
2. Approve the submitted site and landscape plans with the following modifications:
 - a. Modification to allow existing parking and storage areas to remain unpaved;
 - b. Modification of Type A buffer along the eastern and western property lines;
 - c. Modification to allow existing plant material at the rear to serve as the rear yard buffer.
 - d. Modification to allow designation of an easement for future connectivity to the east.

Date: 9-29-2015


Planning Director

Date: 10-1-15


City Manager

ssj

CU - 8 - 2015

C. C. Wilkins

329.75'

289.47'

E US 70 HWY

165.02'

200 100 0 200 Feet



CU - 8 - 2015

C. C. Wilkins

329.75'
289.47'
E US 70 HWY
165.02'

200 100 0 200 Feet



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

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on **September 21, 2015** to consider Conditional Use Permit application number:

CU-8-15 C. C. Wilkins – North side of US 70 East between Ash
Street Extension and Millers Chapel Road

to allow the operation of an **automotive body and repair facility within the Airport-Business zoning district**, makes the following findings of fact.

FINDINGS OF FACT

The City Council makes the CONCLUSION that the proposed use **does** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Sections 5.5 Supplemental Use Regulations.

In addition, the Council approved site and landscape plans detailing the proposed development with the following modifications:

- a. Modification to allow existing parking and storage areas to remain unpaved for a one-year period;
- b. Modification of Type A buffer along the eastern and western property lines;
- c. Modification to allow existing plant material at the rear to serve as the rear buffer.
- d. Modification to allow designation of an easement for future connectivity to the east

The subject property is located within the 75-79 day-night average sound level noise zone as delineated within the Seymour Johnson Air Force Base 2011 Air Installation Compatible Use Zone (AICUZ) report. Base officials have reviewed the request and have indicated that the use is compatible and meets the Floor Area Ratio (FAR) of less than .11 and they have no objections to the request.

Therefore, because the City Council concludes that all of the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **APPROVED**.

Thus ordered this 5th day of October, 2015.



Al King, Mayor



James D. Womble, City Attorney

CITY OF GOLDSBORO

AGENDA MEMORANDUM

OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: CU-9-15 Evelyn Hernandez – West side of US 117 South between Old Waynesborough Road and Carver Boulevard.

BACKGROUND: The applicant requests a Conditional Use Permit to allow the operation of a place of entertainment with ABC permits (event center for rentals).

Frontage: 120 ft.
Depth: 492 ft.
Area: 59,093 sq. ft., or 1.36 acres
Zoning: General Business (GB)

The applicant has proposed to up-fit the existing 8,000 sq. ft. metal and brick one-story building for the event center which would be rented out upon request for private functions such as birthday parties, family reunions, etc. The building was previously occupied as retail sales for plumbing supplies.

DISCUSSION: The applicant has submitted a preliminary floor plan showing 6,356 sq. ft. of assembly/event area and the remaining 1,644 sq. ft. would contain an office, restrooms, bar area and prep/storage area. The applicant is also proposing to use the office space seasonally for her tax preparation business however has indicated the office would be closed during a scheduled event.

Hours of Operation: Event Center
Friday/Saturday 12pm-1am
Sunday 10am-11pm

Tax Office – Seasonal
January – April
Monday – Friday 9am-8pm
Saturday/Sunday 9am-6pm

The City's Unified Development Ordinance sets forth specific criteria for approval of a Conditional Use Permit for a place of entertainment with ABC permits.

Within the General Business District, a place of entertainment with ABC permits can be no closer than 200 ft. from residentially zoned or developed property, a church or a school. Because there is a four-lane highway in front of the site, the only 200 ft. separation that would apply would relate to the sides and rear of the proposed establishment. The subject site is adjacent to vacant residentially zoned property to the west (rear). A modification of the 200 ft. separation requirement to zero ft. will be necessary.

Based on the amount of assembly/event area, the proposed use requires 199 parking spaces. Existing paved parking is located within the front and rear of the property allowing for approximately 60 existing spaces. The property can accommodate approximately 40 parking spaces behind the existing paved area at the rear of the building. The applicant requests a modification of the number of spaces required from 199 to 100 and a modification of the paving requirement for the additional 40 unpaved spaces for a one-year period.

Access to the site is provided through one curb cut off of US 117 with a driveway which extends along the northern side of the building to the rear parking area.

A Type A, 5 foot landscape buffer is required along all exterior property lines. Existing vegetation meets the requirements along the rear of the property however the applicant will install landscape material in open areas along the northern and southern property lines but has requested a modification of the landscape requirement along the portions of those property lines where existing conditions prevent the installation of landscape material. The existing building was placed immediately on the southern property line and there would not be sufficient space to provide landscaping adjacent to the driveway along the northern side of the building.

Street trees and a vehicular surface buffer are required for the frontage of the property along US 117 South and will be subject to NCDOT approval for planting in the right-of-way.

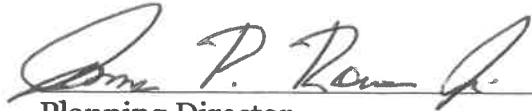
In addition, a modification of the side yard setback requirement for the existing building would be required from 15 ft. to 0 ft. for the side yard along the southern property line.

At the public hearing held on September 21, 2015, two people spoke in opposition to the request citing a number of concerns including additional traffic and possible security issues. The applicant spoke in favor of the request and indicated that the use will not be a nightclub but rather a facility that can be temporarily rented for events which may or may not include the serving of alcohol.

The Planning Commission, at their meeting held on September 28, 2015, recommended denial of the Conditional Use Permit. They indicated that they did not believe the use would be compatible with the adjacent business which operates on a 24-hour basis. In addition, they felt that the site could not provide sufficient area for parking of vehicles and the modification requested was too great.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and adopt an Order denying the Conditional Use Permit due to its incompatibility and inability to provide sufficient parking for the use.

Date: 9-29-2015


Planning Director

Date: 10-1-15


City Manager

ssj

CU-9-15 EVELYN HERNANDEZ



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

200 100 0 200 Feet

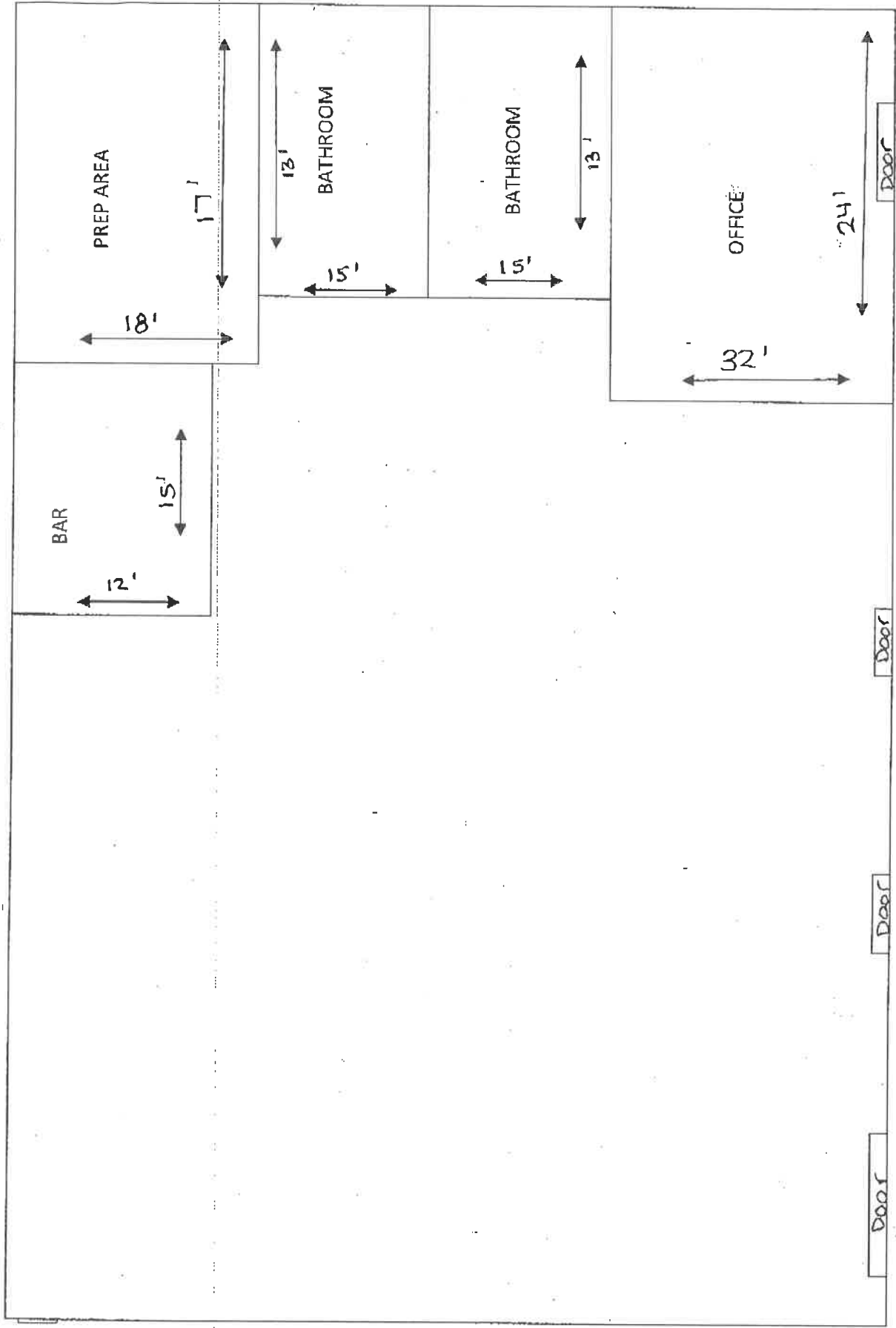


TRP



EVENT CENTER: 917 US HWY 117 BYP S., GOLDSBORO, NC

100'



108'

FRONT OF BUILDING

CITY OF GOLDSBORO

STATE OF NORTH CAROLINA

ORDER **DENYING** A CONDITIONAL USE PERMIT

The City Council of the City of Goldsboro, North Carolina, having held a public hearing on September 21, 2015 to consider Conditional Use Permit application number:

CU-9-15 Evelyn Hernandez – West side of US 117 South between
Old Waynesborough Road and Carver Boulevard

to operate a place of entertainment with ABC permits (venue to be utilized as rental space for special events), having heard all of the evidence and arguments presented and reports from City officials and having received a recommendation for **denial** from the Goldsboro Planning Commission pertaining to said application, makes the following:

FINDINGS OF FACT

1. The City Council finds that there are certain uses that exist which may be constructed, continued and/or expanded if they meet certain mitigating conditions specific to their design and/or operation. Such conditions ensure compatibility among uses and building types so that different uses may be located in proximity to one another without adverse effects to either.
2. Even if the permit-issuing body finds that the application complies with all the other provision of the City's Unified Development Ordinance, it may still deny the permit if it concludes, based upon information submitted at the hearing, that, if completed as proposed, the development:

- a. Will materially endanger the public health or welfare

The Council finds that the request may materially endanger the public health or welfare due to concerns expressed from an adjacent owner who cited security issues related to their 24-hour a day business involving towing of vehicles to the site immediately north of the subject property. In addition, the inability of the applicant to provide the required number of parking spaces could endanger public safety as a result of issues related to traffic conflicts on the site.

- b. Will substantially injure the beneficial use of adjoining or abutting property; or
- c. Will not be in harmony with existing development and uses within the area in which it is located; or
- d. Will not be in general conformity with the Comprehensive Plan,

Thoroughfare Plan or other plan officially adopted by the Council.

3. The City of Goldsboro's Unified Development Ordinance provides the following regulations which are specific to the applicant's request for a place of entertainment with ABC permits.

Chapter 5.5 Supplemental Use Regulations

5.5.4 Special and Conditional Use Specific Regulations

Bars, Nightclubs, Pool Halls, Places of Entertainment (both public and private and for profit) - ABC Permit

- a. Permitted Districts: Central Business District, General Business, Shopping Center, Highway Business, I-2 General Industry.

The subject property is zoned General Business.

- b. Upon complaint from any person owning property within 400 ft. of the applicant's property, a public hearing before the City Council and Planning Commission may be scheduled by the City Council to determine what additional conditions, if any, may be needed to protect the public health, safety and welfare. Upon a finding that there has been an increase in the volume, intensity or frequency of the use or a use different than set forth in the conditional use permit, the City Council, after the public hearing, may modify, suspend or revoke the conditional use permit.
- c. Six copies of the floor plan, drawn to scale, shall be submitted indicating the proposed uses within the structure including the location and number of all games and amusements.
A floor plan has been properly submitted indicating uses within the structure.
- d. A satisfactory statement setting forth the method and frequency of litter collection and disposal shall be submitted within the site plan.

The applicant has indicated that refuse would be collected by a private agency.

4. The applicant has submitted a site plan which does not comply with the City's Ordinance requirements and has requested the following modifications:

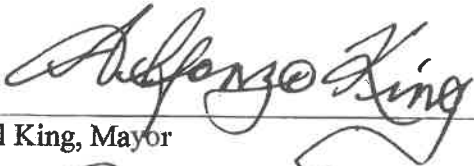
- a. Separation requirement from residentially zoned property from 200 ft. to 0 ft.;
- b. Parking spaces required from 199 to 100;
- c. Paving requirement for 40 parking spaces;
- d. Landscape buffer requirement along portion of the northern and southern property lines where existing conditions prevent the installation of landscape material.
- e. Modification of side yard setback from 15 ft. to 0 ft. along the southern property line.

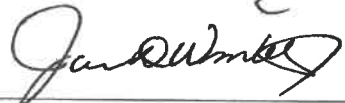
Based upon the foregoing FINDINGS OF FACT, the City Council makes the CONCLUSION that the proposed use **does not** satisfy the general conditions imposed on the Council in its deliberations for issuing a Conditional Use Permit under Section 2.2.8 of the City of Goldsboro Unified Development Ordinance.

Upon motion made by Councilmember Allen and seconded by Councilmember Goodman, the Council accepted the recommendation of the Planning Commission and **denies** the applicant's request for a Conditional Use Permit due to the finding that the request may materially endanger the public health or welfare as noted above. In addition, the site could not comply with the City's ordinance requirements.

Therefore, because the City Council concludes that the general conditions precedent to the issuance of a CONDITIONAL USE PERMIT have **NOT BEEN** satisfied, IT IS ORDERED that the application for the issuance of a CONDITIONAL USE PERMIT be **DENIED**

Thus ordered this 5th day of October, 2015.


Al King, Mayor


James D. Womble, City Attorney

CITY OF GOLDSBORO

AGENDA MEMORANDUM

OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: S-11-99 Lanetree Townhomes (PUD) –Preliminary
Subdivision Plat

BACKGROUND: The property is located on the west side Salem Church Road
between Buck Swamp Road and the Little River.

A preliminary subdivision plat, landscape plan and
covenants were approved for this Planned Unit
Development, with a modification of the curb and gutter
requirement, on May 5, 2003.

The City's Unified Development Ordinance states that
preliminary plat approval will remain valid for a two-year
period from the date of approval. As a result, the applicant
has submitted a revised preliminary plat which also reflects
changes implemented by the owner.

Previous Preliminary Plat

Total Area: 55.556 acres

Totals Lots: 68

Zoning: R-20 Residential and WSP and R-16 Residential
and WSP

DISCUSSION: In an effort to enhance the sale of lots within this
subdivision, several larger lots have been created along
Duval Drive which has reduced the total number of lots
within this subdivision from 68 to 66.

Current Preliminary Plat

Total Area: 55.556 acres

Totals Lots: 66

Zoning: R-20 WSP and R-16 WSP

Because the property is located within the Watershed
Protection area, a maximum of 36% built-upon area is
allowable. For this Planned Unit Development, a total of
14.27% built-upon area is proposed.

All streets within this subdivision (Titleist Drive, Palmer Drive, Masters Way and Duval Drive) have been constructed and are privately maintained by the owner. In addition, all water and sewer lines necessary to serve this subdivision have been installed and accepted by the City.

The majority of the lots within the subdivision are located within the 100-year flood hazard area according to the 2015 flood maps. However, on December 2, 2005 a request was approved per FEMA for lots 21 through 76 removing them from the special flood hazard area which is still effective today.

Final subdivision plats have been approved and recorded for the following sections of Lanetree Townhomes;

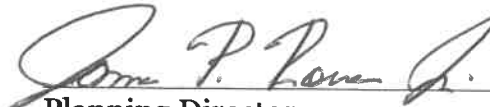
Section One: Lots 10 - 20
Section Two: Lots 21 - 33
Section Three: Lots 34 - 39
Section Four: Lot 47

No final subdivision plats have been approved for the remaining lots within Lanetree Townhomes. As indicated above, the subdivision contains a total of 59.556 acres and a total of 37.449 acres of common area is proposed.

The Planning Commission, at their meeting held on September 28, 2015, recommended approval of the preliminary subdivision plat.

RECOMMENDATION: By motion, accept the recommendation of the Planning Commission and approve the 66-lot preliminary subdivision plat as submitted.

Date: 9-29-2015


Planning Director

Date: 10-1-15


City Manager

S-11-99

LANETREE TOWNHOMES PRELIMINARY SUBDIVISION

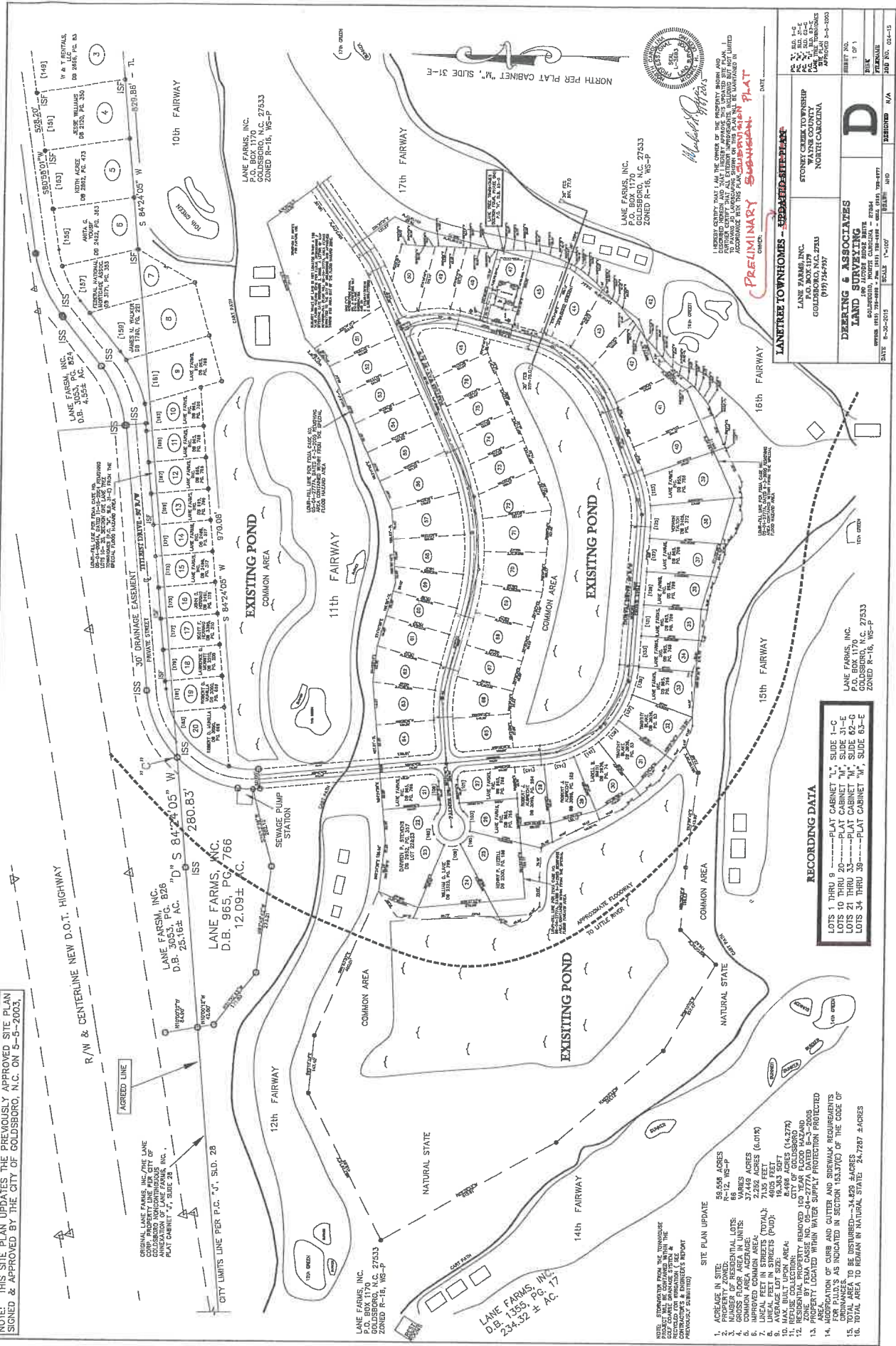
TITLEIST DRIVE



The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Chikita. The City of Chikita is not responsible for any errors or omissions in the data. The City of Chikita and its employees are not responsible for any errors or omissions in the data. The City of Chikita and its employees are not responsible for any errors or omissions in the data. The City of Chikita and its employees are not responsible for any errors or omissions in the data.



NOTE: THIS SITE PLAN UPDATES THE PREVIOUSLY APPROVED SITE PLAN SIGNED & APPROVED BY THE CITY OF GOLDSBORO, N.C. ON 5-3-2003.



- SITE PLAN UPDATE**
1. ACREAGE IN SITE: 59,658 ACRES
 2. NUMBER OF ZONES: R-12, WS-P
 3. GROSS FLOOR AREA IN UNITS: 37,449 ACRES
 4. IMPROVED AREA ACREAGE: 37,449 ACRES
 5. LINEAL FEET IN STREETS (TOTAL): 7,135 FEET
 6. LINEAL FEET IN STREETS (PUD): 4,805 FEET
 7. MAX. BUILT UPON AREA: 8,498 ACRES (14,274 ACRES)
 8. RESUBDIVISION: CITY OF GOLDSBORO
 9. ZONE: BY TEXAS CASE NO. 02-04-277A DATED 8-3-2003
 10. AREA: 24,787 ± ACRES
 11. MODIFICATION OF CURB AND GUTTER AND SEWALINK REQUIREMENTS
 12. AS INDICATED IN SECTION 15.3(J)(C) OF THE CODE OF ORDINANCES
 13. TOTAL AREA TO BE DISTURBED: 34,829 ± ACRES
 14. TOTAL AREA TO REMAIN IN NATURAL STATE: 24,787 ± ACRES

RECORDING DATA

LOTS 1 THRU 8 -----PLAT CABINET "L", SLIDE 1-C
 LOTS 10 THRU 20 -----PLAT CABINET "M", SLIDE 31-E
 LOTS 21 THRU 33 -----PLAT CABINET "M", SLIDE 82-G
 LOTS 34 THRU 39 -----PLAT CABINET "M", SLIDE 63-E

LANETREE TOWNHOMES - REDBATH SITE PLAN

STONY CREEK TOWNSHIP WAYNE COUNTY NORTH CAROLINA	LANE FARMS, INC. P.O. BOX 1179 GOLDSBORO, N.C. 27533 (919) 734-7767	DATE: 8-30-2015	SCALE: 1"=100'	PREPARED BY: JMD	DATE: 8-30-2015
DEERING & ASSOCIATES LAND SURVEYING 100 JACOB BRIDGE BLVD. GOLDSBORO, N.C. 27533 PHONE: (919) 734-4588 FAX: (919) 734-4777	LANE FARMS, INC. P.O. BOX 1170 GOLDSBORO, N.C. 27533 ZONED R-16, WS-P	DATE: 8-30-2015	SCALE: 1"=100'	PREPARED BY: JMD	DATE: 8-30-2015
SHEET NO. 1 OF 1	DATE: 8-30-2015	SCALE: 1"=100'	PREPARED BY: JMD	DATE: 8-30-2015	DATE: 8-30-2015

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND A PARTIAL CERTIFICATE OF TITLE HAS BEEN OBTAINED AND THE SAME IS ACCORDANCE WITH THIS PLAN. **PRELIMINARY SUBMITTAL PLAT**



Item No. H

CITY OF GOLDSBORO

AGENDA MEMORANDUM

OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Contiguous Annexation Petition – Deacon Jones Property (20.77 Acres)

BACKGROUND: The applicant is requesting that contiguous property described by metes and bounds in Item 2 of the attached petition be annexed to the City of Goldsboro. Also attached are maps showing the property proposed to be annexed.

DISCUSSION: Pursuant to G. S. 160A-31, Council shall fix a date for public hearing on the proposed annexation if the petition is considered sufficient by the City Clerk.

The City Council, at their meeting on October 5, 2015, would request the City Clerk to determine the sufficiency of the petition. If the petition is determined to be sufficient, a public hearing would be scheduled and a report would be prepared by the Planning Department, in conjunction with other City departments, for submission to the Council.

RECOMMENDATION: By motion, request that the City Clerk examine the annexation petition to determine its sufficiency.

Date: 9-29-2015


Planning Director

Date: 10-1-15


City Manager

ssj

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

Date Submitted: 9/21/15

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

1. The undersigned, owner(s) of the contiguous 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 is contiguous to the City of Goldsboro and 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. 160A-385.1 or G. S. 153A-344.1 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, indicate below and attach proof.)

Name and Signature of Owner(s)	Address	Phone	Do you declare vested rights? (Indicate Yes or No)
<u>B. Kenneth Jones II</u>	<u>6825 Hwy 70 East Pinesh, NC</u>	<u>919-631-9700</u>	<u>Yes</u>
<u>A. Dale Jones</u>	<u>100 Northside Drive Pinesh, NC</u>	<u>919-921-1095</u>	<u>Yes</u>
<u>Tina J. Winberry</u>	<u>120 Carroll Drive Four Oaks NC</u>	<u>919-989-8682</u>	<u>Yes</u>
<u>T. J. Ivey</u> m/p	<u>Ivey/Swain II, LLC</u>	<u>229 NC Hwy 111 South Goldsboro, NC 27534</u>	
Contact Person:	<u>Bobby "Kon" Kenneth Jones II</u>	Phone No. <u>919-631-9700</u>	

ALL INFORMATION MUST BE **LEGIBLE AND CORRECT**.
IF THE PETITION IS NOT CURRENTLY THE LEGAL OWNER OF THE PROPERTY,
THE LEGAL OWNER MUST SIGN THE PETITION.

PLEASE SUBMIT ORIGINAL PETITION TO THE
OFFICE OF THE CITY CLERK



CONTIGIOUS REAL PROPERTY

BEGINNING at a concrete monument found on the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road), said beginning point being the most Southwestern corner of the property of Freedom Land Investments, LLC as shown by deed recorded in Deed Book 2863, Page 203 in the Wayne County Registry; thence from the beginning, leaving the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road), with the line of the property of Freedom Land Investments, LLC, S. 49° 59' 11" E. 713.39 feet to an iron stake, the most Southeastern corner of the property of Freedom Land Investments, LLC as shown by deed recorded in Deed Book 2863, Page 203 in the Wayne County Registry; thence continuing S. 49° 59' 11" E. 15.90 feet to an iron rod; thence along a curve to the right having an arc distance of 124.36 feet, a radius of 530.00 feet (a chord), S. 32° 08' 38" E. 124.08 feet to an iron rod; thence S. 25° 25' 19" E. 577.11 feet to a point in the center of a ditch; thence with the center of the ditch, S. 56° 54' 23" W. 60.54 feet to a point in said ditch center; thence continuing, and with the center of the ditch, S. 56° 54' 23" W. 37.42 feet to a point in the center of a ditch; thence within a ditch, the following bearings and distances: S. 56° 20' 54" W. 88.23 feet, S. 57° 46' 38" W. 110.57 feet, S. 57° 13' 36" W. 113.87 feet, S. 58° 46' 40" W. 129.96 feet to a point in the center of the ditch; thence leaving the ditch, S. 61° 46' 46" W. 357.71 feet to a concrete right of way monument on the Eastern right of way of N. C. Secondary Road No. 1758 (McLain Street); thence with said road right of way, N. 16° 57' 58" W. 117.03 feet to a concrete right of way monument; thence with said road right of way, N. 23° 34' 07" E. 53.34 feet to a concrete right of way monument; thence with the Eastern right of way of N. C. Secondary Road No. 1758 (McLain Street), N. 17° 58' 06" W. 299.31 feet to a concrete monument; thence with the Eastern right of way of N. C. Secondary Road No. 1758 (McLain Street), N. 17° 06' 44" W. 516.14 feet to a concrete monument at the intersection of the Eastern right of way of N. C. Secondary Road No. 1758 (McLain Street) and the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road); thence with the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road), N. 13° 13' 54" E. 570.58 feet to an iron rod; thence with the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road), N. 41° 48' 49" E. 12.46 feet to an iron rod; thence continuing and with said road right of way, N. 41° 48' 49" E. 60.03 feet to an iron rod; thence continuing and with said road right of way, N. 41° 48' 49" E. 25.01 feet to a concrete monument found on the Eastern right of way of N. C. Secondary Road No. 1711 (Oak Forest Road), the most Southwestern corner of the property of Freedom Land Investments, LLC as shown by deed recorded in Deed Book 2863, Page 203 in the Wayne County Registry, the point of beginning containing 905,024 Square Feet or 20.777 Acres more or less.

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

Date Submitted: 9/21/15

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

1. The undersigned, owner(s) of the contiguous 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 is contiguous to the City of Goldsboro and is described by metes and bounds as follows: (Attach separate sheets if necessary.)

See attached

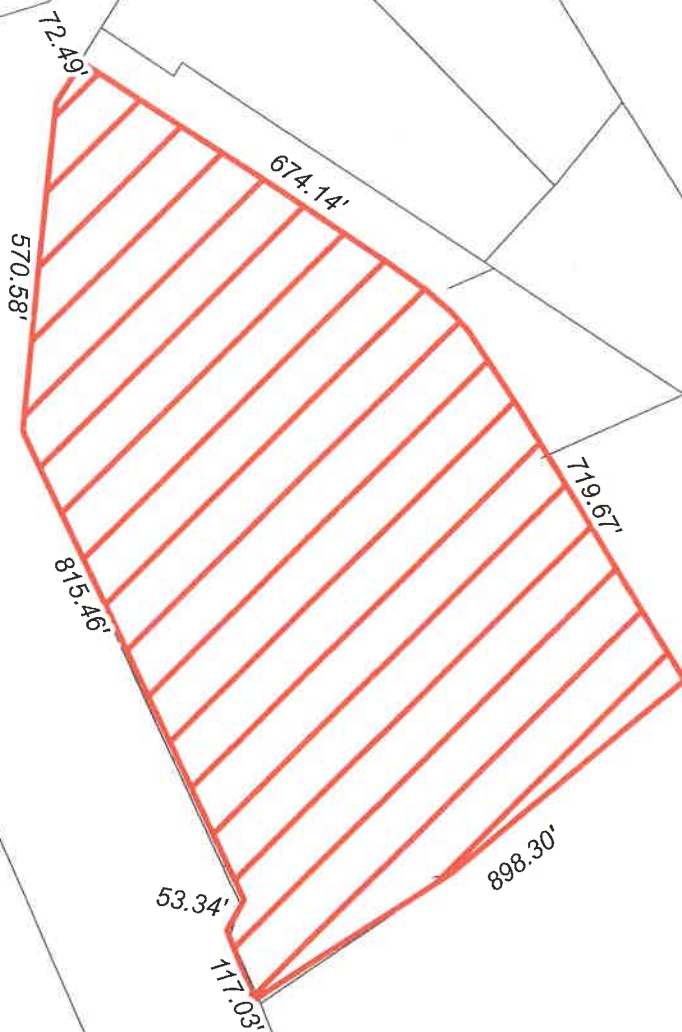
3. We acknowledge that any zoning vested rights acquired pursuant to G. S. 160A-385.1 or G. S. 153A-344.1 must be declared and identified on this petition. We further acknowledge that failure to declare such rights on this petition shall result in a termination of vested rights previously acquired for the property. (If zoning vested rights are claimed, indicate below and attach proof.)

Name and Signature of Owner(s)	Address	Phone	Do you declare vested rights? (Indicate Yes or No)
<u>B. Kenneth Jones II</u>	<u>6825 Hwy 70 East Pembroke, NC</u>	<u>919-631-9700</u>	<u>Yes</u>
<u>A. Dale Jones</u>	<u>100 Northside Drive, Pembroke, NC</u>	<u>919-921-1095</u>	<u>Yes</u>
<u>Tina J. W. Whiting</u>	<u>120 Carroll Drive, Four Oaks, NC</u>	<u>919-989-8682</u>	<u>Yes</u>
<u>T. J. Ivey</u>	<u>m/p Ivey/Swain II, LLC</u>	<u>229 NC Hwy 111 South Goldsboro, NC 27534</u>	
Contact Person:	<u>Bobby "Km" Kenneth Jones II</u>	Phone No. <u>919-631-9700</u>	

ALL INFORMATION MUST BE **LEGIBLE AND CORRECT**.
IF THE PETITION IS NOT CURRENTLY THE LEGAL OWNER OF THE PROPERTY,
THE LEGAL OWNER MUST SIGN THE PETITION.

PLEASE SUBMIT ORIGINAL PETITION TO THE
OFFICE OF THE CITY CLERK

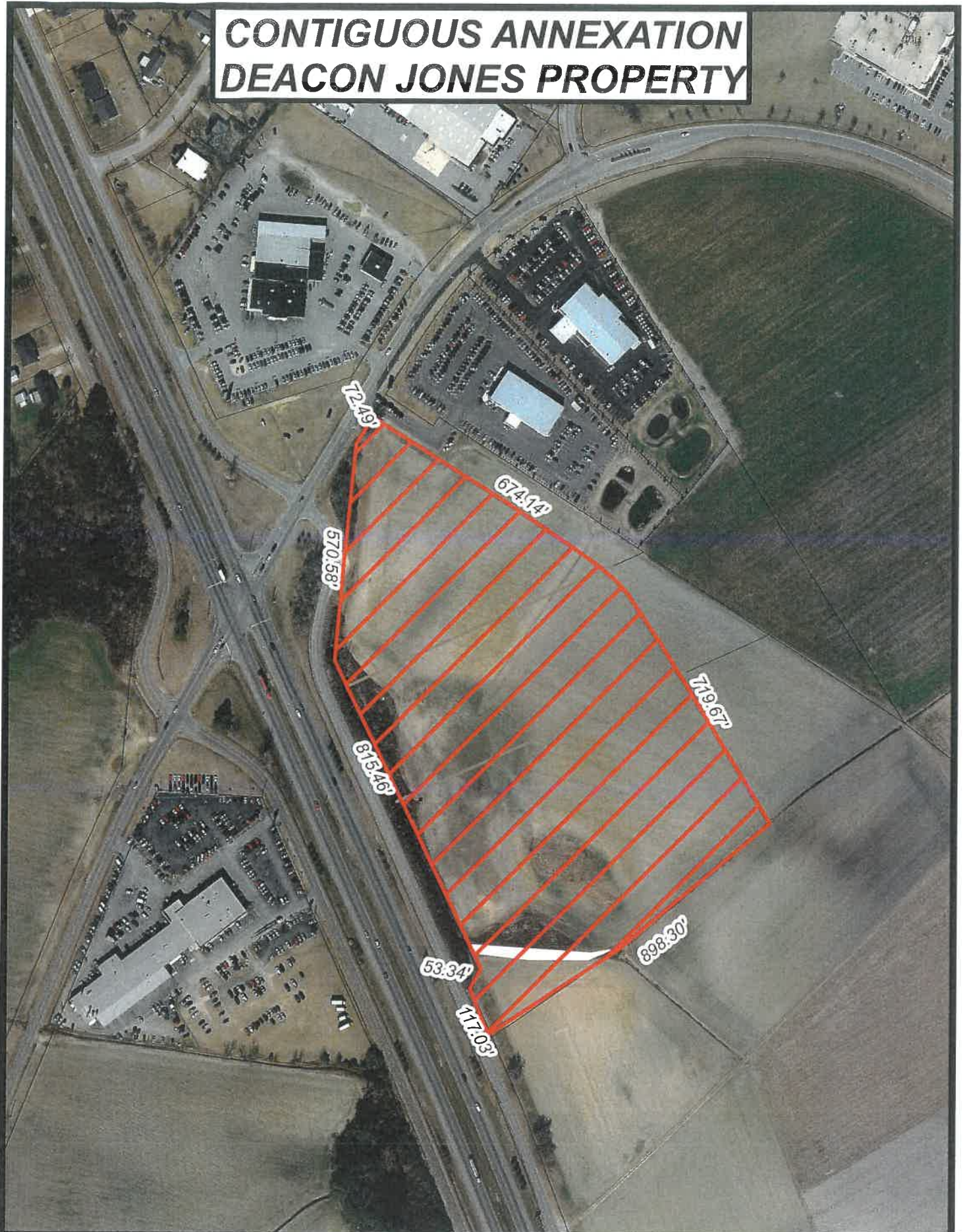
CONTIGUOUS ANNEXATION DEACON JONES PROPERTY



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



CONTIGUOUS ANNEXATION DEACON JONES PROPERTY



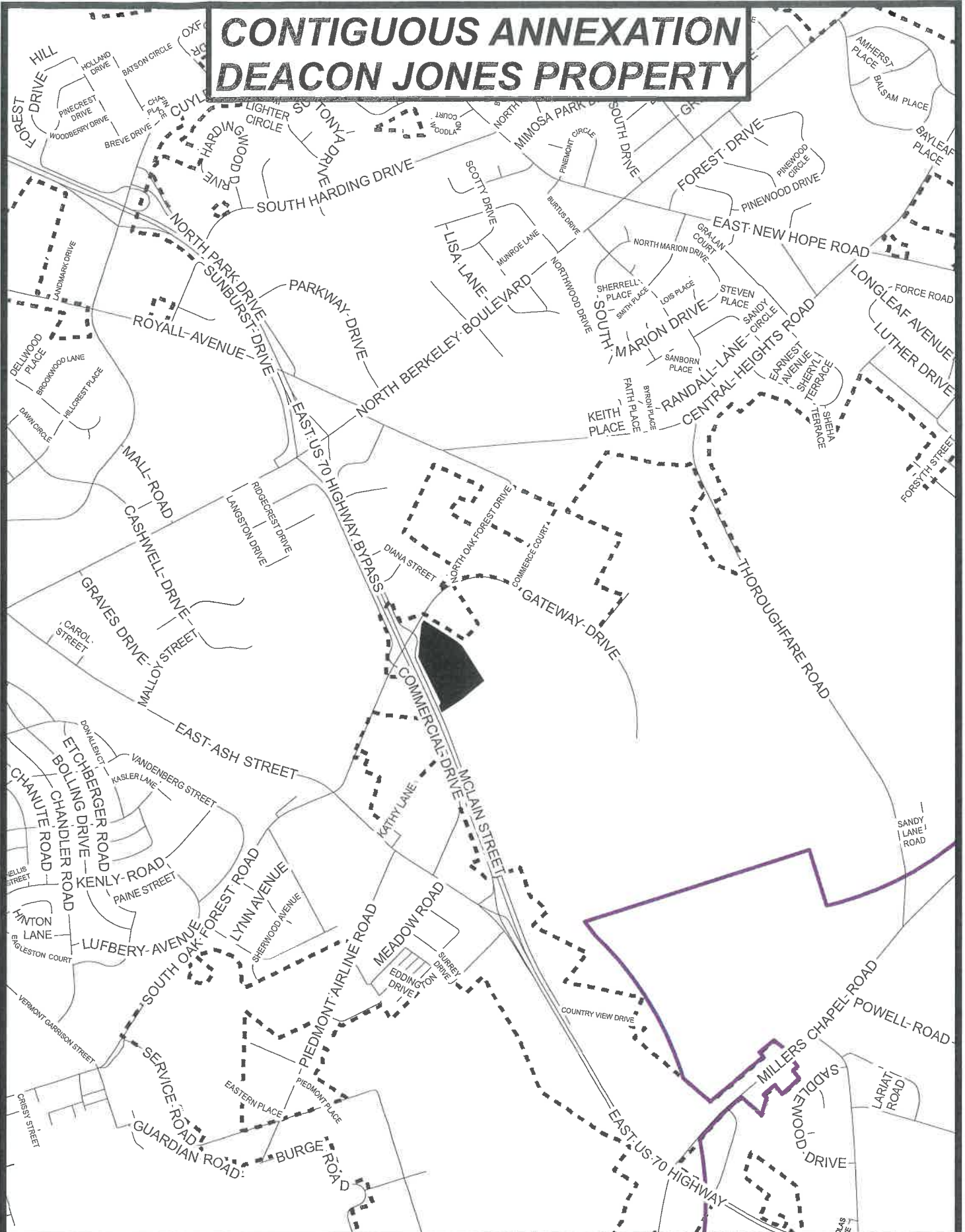
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Goldsboro, NC. Users of the data represented on the map are hereby notified that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

300 150 0 300 Feet



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CONTIGUOUS ANNEXATION DEACON JONES PROPERTY



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N

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

- SUBJECT:** Ordinance change for a Sanitation Return Service.
- BACKGROUND:** Goldsboro's City Council has requested a means for Citizens that do not have the capability to dispose of non-serviced bins due to citizen's failure to comply with established ordinances. This operational change requires an ordinance amendment.
- DISCUSSION:** The below ordinance change is required to update a service and establish a newly related fee for our citizens. Currently, if a citizen's sanitation bin is not serviced due to the homeowner not complying with established ordinances, the bin will not be serviced and the citizen is left with either keeping the refuse until their next scheduled service or the citizen must take the refuse to a landfill themselves. This ordinance will give citizens another choice for disposal. This ordinance also gives the City authority to dispose of refuse that wasn't serviced following procedures in our ordinance and where the refuse/bins are left out at the City's Right-of-Way.
1. Title V: § 50.01 (F) - **Re-word.** ~~"If any resident does not follow the sections describing placement and overfilling of recycle/refuse bins, the resident will not be serviced during their designated time and will have to schedule a call back service. Call back service is not guaranteed to be on the same day."~~ "A Return Service fee may be assessed for bins that were not serviced on the original route due to citizens failure to comply with bin placement ordinances found in section § 50.01 (C) - (E). The Return Service will initiated by homeowner request or complaint by someone other than the homeowner. Return Service will be provided on the work day after the work order was initiated. The fee for this Return Service shall be determined by the City Council by resolution."

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached ordinance updating new operation changes for the Public Works Department.

Date: _____

Jose Martinez, Public Works Director

Date: 10-1-15



Scott Stevens, City Manager

ORDINANCE NO. 2015- 39

AN AMENDMENT OF THE CODE OF ORDINANCES OF THE CITY OF
GOLDSBORO, NC, TO REFLECT CREATION OF A NEW SANITATION RETURN
SERVICE AND ASSOCIATED FEE

WHEREAS, this Ordinance adopted by the City Council of the City of Goldsboro reflects the current procedures in which the Public Works Department operates.

BE IT HEREBY ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Title V: § 50.01 (F) of the City of Goldsboro Code of Ordinance be amended as follows:

1. Title V: § 50.01 (F) - **Re-word.** ~~"If any resident does not follow the sections describing placement and overfilling of recycle/refuse bins, the resident will not be serviced during their designated time and will have to schedule a call-back service. Call-back service is not guaranteed to be on the same day."~~ "A Return Service fee may be assessed for bins that were not serviced on the original route due to citizens failure to comply with bin placement ordinances found in section § 50.01 (C) - (E). The Return Service will be initiated by homeowner request or by complaint of someone other than the homeowner no earlier than 24 hours after the regularly scheduled service. Return Service will be provided on the work day after the work order was initiated. The fee for this Return Service shall be determined by the City Council by resolution."

WHEREAS, this Ordinance is adopted in the interest of public health, safety and general welfare of the residents of the City of Goldsboro, North Carolina, and shall be in full force and effect from and after its adoption.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, that this Ordinance shall take effect on October 5, 2015.

Approved as to Form Only:

Reviewed By:



City Attorney



City Manager

Item J

City of Goldsboro
Agenda Memorandum
October 5, 2015 Council Meeting

SUBJECT: Request to implement a "Return Service" fee for Sanitation.

BACKGROUND: This Agenda Item is being submitted concurrently with the associated proposed ordinance change. The proposed fee for the Sanitation Division's "Return Service" is required by the ordinance change to be adopted by resolution.

DISCUSSION: The Proposed Ordinance Change for Return Service requires that the fee be established by the City Council by resolution. City Staff recommends to establish this fee at \$6.00 per service. City Staff also recommends that the city would waive the first service as a courtesy. The Return Service would be initiated either by having the homeowner call requesting the service or by complaint that the homeowner has left refuse out by the street 24 hours after the regularly scheduled service. The fee would be added to the water utility bill. Staff recognizes that this fee may not be to the point where it will be a deterrent to everyone within the City. If staff notices that this service is being abused, then staff will return with further recommendations.

RECOMMENDATION: It is recommended that the City Council, by motion, adopt the attached resolution instituting a Return Service fee for the Sanitation Department of \$6.00 per service with the one request each calendar year being waived as a courtesy.

Date: _____

Jose F. Martinez III, Public Works Director

Date: 10-1-15



Scott Stevens, City Manager

RESOLUTION NO. 2015- 79

RESOLUTION ESTABLISHING CERTAIN FEES FOR SANITATION RETURN SERVICES
FOR THE PUBLIC WORKS DEPARTMENT OF THE CITY OF GOLDSBORO

WHEREAS, the Code of Ordinances, section 50.01(F), establishes authority to establish a Return Service fee for refuse that is left on the street for over 24 hours after the regularly scheduled service or upon homeowner request; and

WHEREAS, the Code of Ordinances requires the Return Service fee to be set by City Council by means of a resolution; and

WHEREAS, these fees are designed to ensure that those individuals benefiting from these services pay for the cost of providing these services; and

WHEREAS, this service helps with the health and welfare of the citizens and also increases the quality of life by removing refuse that is unsightly for the community.

WHEREAS, the charges for these fees can be legally established by resolution which is easier and simpler to modify or change.

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

1. The Return Service fee shall be charged per site visit at the rate of \$6.00 per visit. The first service charge will be waived as a courtesy.
2. The service will be provided at the request of the homeowner or after a complaint that refuse has been in City Right-of-Way for more than 24 hours after the regularly scheduled service.
3. This Resolution shall be in full force and effect from and after this the 5th of October, 2015.

Approved as to Form Only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
October 5, 2015 COUNCIL MEETING

SUBJECT: FEDERAL PROPERTY FORFEITURE PROGRAM
STATE CONTROLLED SUBSTANCE TAX REMITTANCE

BACKGROUND: The United States Department of Justice administers a program that transfers from the Federal Government property seized by local law enforcement agencies and the State of North Carolina administers a program whereby taxes are levied on unlicensed individuals involved in the arrest of such individuals. The property obtained through the United States Department of Justice has been confiscated during drug raids or other undercover operations and may include personal items such as vehicles or money. The State of North Carolina allocates a share of taxes collected to localities involved in the arrest of individuals and the seizure of their controlled substances.

DISCUSSION: Recently the City of Goldsboro Police Department assisted Federal authorities in concluding several drug operations. Based on Federal guidelines, \$2,571.32 of forfeited money can be reimbursed to the City for:

08/26/15-CATS ID#15-DEA-607855; KN-14-0062	\$ 1,764.00
08/26/15-CATS ID#15-DEA-607860; KN-14-0062	\$ 807.32

Substance Tax Remittance" funds totaling \$7,026.71 for:

06/15/15 #45PR0000625226	\$ 2,436.44
07/15/15 #45PR0000626668	\$ 3,086.68
08/24/15 #45PR0000629090	\$ 1,041.85
09/21/15 #45PR0000631195	\$ 461.74

These funds can be used for the purchase of controlled substances, payment of informants, the purchasing of equipment or for the provision of training for sworn officers. All monies must be used for new activities and cannot replace previously appropriated funds.

RECOMMENDATION:

It is recommended that the attached ordinance be adopted to reflect an increase in General Fund revenues and an increase in the operating expenditures of the Police Department budget by a total of \$9,598.03

Date: _____



Michael D. West
Interim Chief of Police

Date: 10-1-15



Scott A. Stevens
City Manager

Ordinance No. 2015- 40

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR
THE CITY OF GOLDSBORO FOR 2015-2016 FISCAL YEAR

WHEREAS, the United States Department of Justice administers a program to transfer a portion of the property seized by local law enforcement agencies back to the agency for drug-related programs and the State of North Carolina administers a program whereby taxes are levied on those unlicensed individuals involved in the sale of controlled substances; and

WHEREAS, the City of Goldsboro Police Department recently concluded several drug operations and has made several arrests of such unlicensed individuals ; and

WHEREAS, drug related monies were seized by our agency and taxes levied on unlicensed individuals; and

WHEREAS, the City of Goldsboro Police Department will receive \$2,571.32 of the confiscated monies and \$7,026.71 in controlled substance tax remittance ; and

WHEREAS, the City of Goldsboro will use these additional funds for police and drug – related operations.

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

1. The Budget Ordinance for the 2015-16 Fiscal Year be and is hereby amended by:
 - a. Increasing the revenue line item in the General Fund entitled "DEA Funds" (11-0003-8147) in the amount of \$2,571.32.
 - b. Increasing the expense line item entitled "Drug Forfeiture - Federal" (11-6121-3987) in the Police Department Budget of the General Fund in the amount of \$2,571.32

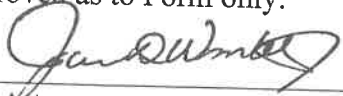
c. Increasing the revenue line item in the General Fund entitled "Drug Forfeiture - State" (11-0003-8148) in the amount of \$7,026.71

Substance Tax Refund" (11-0003-8149) in the amount of \$7,026.71.

- d. Increasing the expense line item entitled "Drug Forfeiture-State (11-6121-3984) in the Police Department Budget of the General Fund in the amount of \$7,026.71.

2. This Ordinance shall be in full force and effect from and after the 5th day of October, 2015.

Approved as to Form only:



City Attorney

Reviewed By:



City Manager

Item : L

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Law Enforcement Mutual Aid Agreement

BACKGROUND: At various times law enforcement agencies need the assistance of fellow law enforcement agencies with manpower and equipment. Because of this need, a tool is needed to request this assistance.

DISCUSSION: This agreement will serve as a document to allow the Chief of Police and the heads of other law enforcement agencies to work together to conduct operations within and outside of their territorial jurisdiction.

RECOMMENDATION: It is recommended Council adopt the attached Resolution authorizing the Chief of Police to enter into mutual assistance agreements with other law enforcement agencies.

DATE: 9-28-15


MICHAEL D. WEST
INTERIM CHIEF OF POLICE

DATE: 10-1-15


SCOTT A. STEVENS
CITY MANAGER

RESOLUTION NO. 2015-80

**NORTH CAROLINA
CITY OF GOLDSBORO**

WHEREAS, pursuant to North Carolina General Statutes §160A-288, the governing body of a City may adopt appropriate guidelines for the purpose of mutual assistance with other municipal and county law enforcement agencies; and

WHEREAS, pursuant to said laws, the law enforcement assistance to be rendered authorizes lending officers to work temporarily with officers of the requesting agencies, including in an undercover capacity, and lending equipment and supplies; and

WHEREAS, it is deemed to be in the best interests of the citizens of Goldsboro to adopt a resolution policy and guidelines whereby reciprocal law enforcement assistance can be both rendered to and obtained from other governmental jurisdictions; and

WHEREAS, such reciprocal assistance is necessary for effective law enforcement for the protection of the citizens of Goldsboro.

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

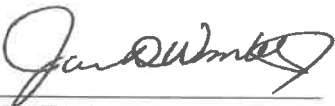
1. The Goldsboro Chief of Police is authorized to enter into a mutual assistance agreement with other municipal and county law enforcement agencies provided that the head of the requesting law enforcement agency makes such a request in writing.
2. The Goldsboro Chief of Police is hereby authorized to permit officers of the Goldsboro Police Department to work temporarily with officers of the requesting agency, including in an undercover capacity, and the Chief of Police may lend such equipment and supplies to requesting agencies as he deems advisable.
3. All such requests and authorizations shall be in accordance with North Carolina General Statutes § 160A-288, as applicable.
4. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and immunities including those relating to the defense of civil actions and payment of judgments as the officers of the requesting agency in addition to those the officer normally possesses.
5. While on duty with the requesting agency, an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer

shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning with the normal scope of the officer's duties.

6. The Goldsboro Chief of Police is hereby authorized to enter into mutual assistance agreements with other law enforcement agencies in accordance with such reasonable arrangements, terms and conditions as may be agreed upon between the respective heads of the law enforcement agencies.

Adopted this the 5th day of October 2015.

Approved to Form only:


CITY ATTORNEY

Reviewed by:


CITY MANAGER

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: 2015 Bituminous Concrete Resurfacing
B. R. #2015-005 – Change Order No. 1

BACKGROUND: On September 8, 2015, the City Council adopted Resolution No. 2015-67 awarding a contract to Barnhill Contracting for street resurfacing. This contract provides for milling and resurfacing approximately 19 street sections.

DISCUSSION: Upon the request of City staff, Barnhill Contracting Company submitted a cost estimate in connection with improvements to the crosswalk at the Wayne County Courthouse on William Street. The approximate cost of \$2,395.00 for improvements including the installation of thermoplastic application is as shown on the attached proposal.

We propose to issue a change order to Barnhill Contracting Company's current contract for bituminous concrete resurfacing. We have reviewed this change order with the Finance Director and determined that a budget ordinance is required for the subject crosswalk improvements.

RECOMMENDATION: By motion, adopt the attach budget ordinance decreasing the fund balance in the general fund by \$2,395.00.

Date: 30 SEP 15


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

Date: 10-1-15


Scott A. Stevens, City Manager



Coastal Division
P.O. Box 399
604 East New Bern Road
Kinston, NC 28502
Phone (252) 527-8021
Fax (252) 527-4739

City of Goldsboro
P. O. Drawer A
Goldsboro, N. C. 27533-9701

Phone (919) 580-4342
Fax (919)

Please Address Reply To:
David R. Russell
P. O. Box 399
Kinston, N. C. 28502
Phone (252) 527-8021
Fax: (252) 527-4739
Date: September 28, 2015

Barnhill Contracting Company, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with the construction or improvements Crosswalk at Wayne County Court House on William Street Goldsboro, N. C. property is owned by City of Goldsboro

Description of Work:

Option 1 - Thermoplastic Application:

Approximately 70 L.F. install 6"x 24" thermoplastic pavement marking lines (120 Mils) @ \$11.55 Per L. F. Approximate Cost.....\$ 808.50
Approximately 25 each install thermoplastic pavement marking symbol (90 mils) yield triangle 12"x18" @ \$58.00 Per Each. Approximate Cost.....\$ 1,450.00
Approximately 65 L. F. removal of pavement marking lines (4") @ \$2.10 Per . F. Approximate Cost.....\$ 136.50
Approximate total cost of option #1.....\$ 2,395.00

The Asphalt Binder Price of \$ 464.62 ton for the month of September 1, 2015 If cement price fluctuates from this stated price at any time during the performance of the asphalt work, we reserve the right to adjust our prices in Accordance with the NCDOT Monthly Terminal F.O.B. Asphalt Binder Prices. These prices are located at the following web

http://www.ncdot.org/doh/operations/dp_chief_eng/constructionunit/paveconst/Asphalt_Mgmt/acprices/2008/averages/

This quotation is based on approximate quantities from plans By City of Goldsboro Dated received September 24, 2015 herein are based upon the site being available for completion of the Company, work by As per contract, at any later date at the sole option of the Company.

Please note the Specific Exclusions included with this Proposal and Contract

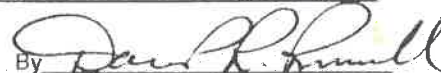
Accepted :
City of Goldsboro
(Firm Name)

(Typed Name & Title)

By:

(Date)

Barnhill Contracting Company

By 

NAME: DAVID R. RUSSELL
ESTIMATOR

September 28, 2015 (DATE)

ORDINANCE NO. 2015- 4/

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE
CITY OF GOLDSBORO FOR THE 2015-16 FISCAL YEAR

WHEREAS, the City Council awarded the resurfacing contract in September 2015; and

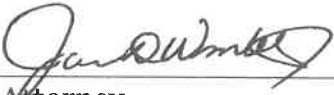
WHEREAS, a change order adding improvements on William Street in the amount of \$2,395 has been requested; and

WHEREAS, since the funds were not appropriated in the operating budget for FY 2015-16, the City of Goldsboro needs to appropriate \$2,395 from the General Fund.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro that the Budget Ordinance for the Fiscal Year 2015-16 be amended by:

1. Decreasing the Unassigned Fund Balance of the General Fund in the amount of \$2,395.
2. Increasing the line item entitled "Resurfacing" (11-4136-3588) in the Street Paving's budget of the General Fund in the amount of \$2,395.
3. This Ordinance shall be in full force and effect from and after the 5th day of October 2015.

Approved as to form only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Contract Award for Balsam Place Sanitary Sewer Improvement Project – FBR #2015-003

BACKGROUND: Three (3) sealed bids were received for the Balsam Place Sanitary Sewer Improvement Project on Monday, September 28, 2015.

The proposed work consists of installation of an 8-inch sanitary sewer line and accessory construction including approximately 2,012 square yards of bituminous concrete resurfacing for Balsam Place from Amherst Road to the terminus of Balsam Place.

Keen Plumbing of Goldsboro, NC submitted the low bid for the subject sewer project for a total cost of \$123,472.00. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Keen Plumbing Company Goldsboro, NC	\$123,472.00
Cox-Edwards Company Goldsboro, NC	\$137,434.00
Hine Sitework, Inc. Goldsboro, NC	\$154,187.00

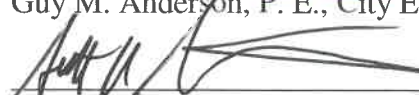
DISCUSSION: The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have also reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Sanitary Sewer Bond Proceeds.

RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$123,472.00 with Keen Plumbing Company for the Balsam Place Sanitary Sewer Improvement Project.

Date: 30 SEP 15


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

Date: 10-1-15


Scott A. Stevens, City Manager

RESOLUTION NO. 2015 – 81

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT FOR BALSAM PLACE SANITARY SEWER IMPROVEMENTS
FORMAL BID REQUEST NO. 2015-003

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to undertake a sanitary sewer improvements project for Balsam Place; and

WHEREAS, sealed bids were received on September 28, 2015 for the Balsam Place Sanitary Sewer Improvement Project; and

WHEREAS, the low bid was submitted by Keen Plumbing Company of Goldsboro, NC in the amount of \$123,472.00; 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 Keen Plumbing Company in the amount of \$123,472.00;

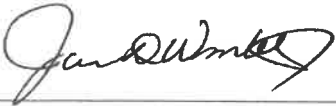
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Goldsboro, North Carolina, that:

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Keen Plumbing Company in the amount of \$123,472.00 for the Balsam Place Sanitary Sewer Improvement Project.

2. This resolution shall be in full force and effect from and after this 5th day of October, 2015.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

ITEM 0

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: New Hope Road Multi-Use Path (EB-5508) - Formal Bid
Request No. 2015-004 – Rejection of All Bids

BACKGROUND: Five (5) sealed bids were received for the New Hope Road Multi-Use Path on Friday, August 21, 2015, as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Lanier Construction Raleigh, NC	\$ 866,398.75
Fred Smith Company Raleigh, NC	\$ 908,998.00
Triangle Grading & Paving, Inc. Burlington, NC	\$ 939,624.00
S. T. Wooten Corporation Wilson, NC	\$ 989,809.60
Hine Sitework, Inc. Goldsboro, NC	\$1,006,284.00

DISCUSSION: Staff has reviewed the financing of the multi-use path with the Finance Director and the NC Department of Transportation and determined that sufficient funds are not available for this project. A reduction in the project scope for the New Hope Road Multi-Use Path is recommended and re-advertisement for bids at a later date.

RECOMMENDATION: By motion, the City Council rejects all bids submitted on August 21, 2015 for the New Hope Road Multi-Use Path.

Date: 30 SEP 15


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

Date: 10-1-15


Scott A. Stevens, City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Contract Award for Stoney Creek Stream Enhancement Project – Phase II / FBR #2015-006

BACKGROUND: Three (3) sealed bids were received for the Stoney Creek Stream Enhancement Project – Phase II on Monday, September 28, 2015.

The proposed work consists of stream restoration/stabilization, floodplain improvements, and stream and buffer habitat enhancements. The project site for Phase II consists of approximately 1,870 linear feet from US13/US70 to Royall Avenue, as shown on the attached map.

Fluvial Solutions, Inc. of Raleigh, NC submitted the low bid for the Phase II project for a total cost of \$285,140.00. The bids received for this project are tabulated as follows:

<u>Name of Bidder</u>	<u>Amount of Bid</u>
Fluvial Solutions, Inc. Raleigh, NC	\$285,140.00
Carolina Environmental Contracting Mount Airy, NC	\$348,094.00
Land Mechanic Designs, Inc. Willow Spring, NC	\$493,070.00

DISCUSSION: The bids for this project have been reviewed by the Engineering Department, checked for accuracy, and found to be in order. We have also reviewed the financing of this project with the Finance Director and determined that sufficient funds are available in Clean Water Management Grant Funds.

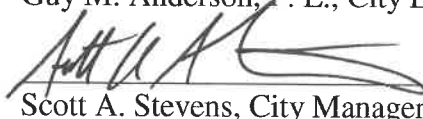
RECOMMENDATION: By motion, adopt the attached resolution authorizing the Mayor and City Clerk to execute a contract in the amount of \$285,140.00 with Fluvial Solutions, Inc. for the Stoney Creek Stream Enhancement Project – Phase II.

Date: 30 Sep 15

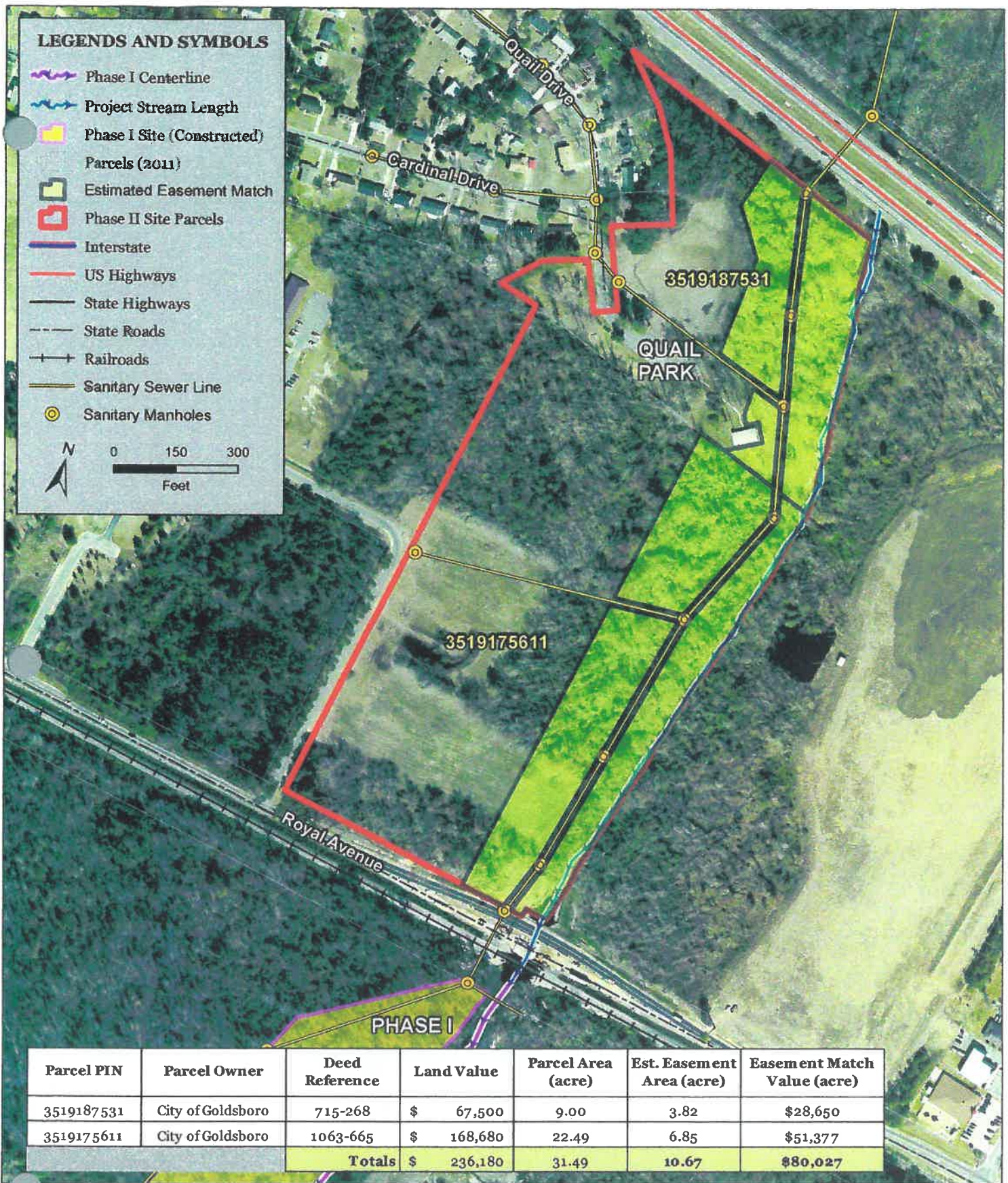


Guy M. Anderson, P. E., City Engineer

Date: 10-1-15



Scott A. Stevens, City Manager



Parcel PIN	Parcel Owner	Deed Reference	Land Value	Parcel Area (acre)	Est. Easement Area (acre)	Easement Match Value (acre)
3519187531	City of Goldsboro	715-268	\$ 67,500	9.00	3.82	\$28,650
3519175611	City of Goldsboro	1063-665	\$ 168,680	22.49	6.85	\$51,377
Totals			\$ 236,180	31.49	10.67	\$80,027

Title		Phase II Proposed Conservation Easement Map	
Prepared For:		Project	
 		Stoney Creek Stream Enhancement Project - Phase II Goldsboro, North Carolina	
Date		Figure	
9/5/2012		 Kimley-Horn and Associates, Inc.	
		4	

RESOLUTION NO. 2015 – 82

RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A
CONTRACT FOR PHASE II OF STONEY CREEK STREAM ENHANCEMENT
FORMAL BID REQUEST NO. 2015-006

WHEREAS, the City Council of the City of Goldsboro has heretofore found it in the public interest to undertake Phase II of Stoney Creek Stream Enhancement; and

WHEREAS, sealed bids were received on September 28, 2015 for Phase II of Stoney Creek Stream Enhancement; and

WHEREAS, the low bid was submitted by Fluvial Solutions, Inc. of Raleigh, NC in the amount of \$285,140.00; 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 Fluvial Solutions, Inc. in the amount of \$285,140.00;

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

1. The Mayor and City Clerk are hereby authorized and directed to execute a contract with Fluvial Solutions, Inc. in the amount of \$285,140.00 for Phase II of Stoney Creek Stream Enhancement.

2. This resolution shall be in full force and effect from and after this 5th day of October, 2015.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Amendment to Chapter 30 Entitled "City Council" Section 30.11 "Agenda to Regular Business Transacted During Meeting" of the Code of Ordinance of the City of Goldsboro, North Carolina

BACKGROUND: Chapter 30 entitled "City Council" Section 30.11 "Agenda to Regular Business Transacted During Meeting" currently reads as follows:

§ 30.11 AGENDA TO REGULAR BUSINESS TRANSACTED DURING MEETING

"The business to be transacted coming before the City Council shall be governed and regulated by an agenda prepared by the City Clerk and concluded by 5:00 p.m. Wednesday preceding the Council Meeting"

Staff would recommend Council consider updating the section to read as follows:

§ 30.11 AGENDA ~~TO REGULAR~~ FOR BUSINESS TRANSACTED DURING MEETING

~~*The business to be transacted coming before the City Council shall be governed and regulated by an agenda prepared by the City Clerk and concluded by 5:00 p.m. Wednesday preceding the Council Meeting."*~~

"The City Clerk shall prepare an agenda for business to be transacted before City Council and delivered to each Councilmember prior to each meeting of the Council."

RECOMMENDATION: It is recommended Council adopt the attached Ordinance amending Chapter 30 Entitled "City Council" Section 30.11 as indicated above.

Date: 10-9-15


City Manager

ORDINANCE NO. 2015- 42

AN ORDINANCE AMENDING CHAPTER 30 ENTITLED "CITY COUNCIL" SECTION 30.11 AGENDA TO REGULAR BUSINESS TRANSACTED DURING MEETING OF THE CODE OF ORDINANCES OF THE CITY OF GOLDSBORO, NORTH CAROLINA

WHEREAS, the Code of Ordinances includes a section related to agenda preparation;
and

WHEREAS, Chapter 30 entitled "City Council" Section 30.11 Agenda to Regular Business Transacted During Meeting currently reads: "The business to be transacted coming before the City Council shall be governed and regulated by an agenda prepared by the City Clerk and concluded by 5:00 p.m. Wednesday preceding the meeting."; and

WHEREAS, staff would recommend Council update Chapter 30 entitled "City Council" Section 30.11 of the Code of Ordinances of the City of Goldsboro, North Carolina;

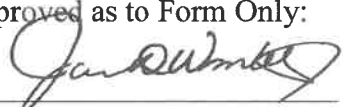
NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Goldsboro, North Carolina, that Chapter 30 entitled "City Council" Section 30.11 Agenda to Regular Business Transacted During Meeting of the Code of Ordinances of the City of Goldsboro, North Carolina, be and is hereby amended in its entirety as follows:

§ 30.11 AGENDA FOR BUSINESS TRANSACTED DURING MEETING

"The City Clerk shall prepare an agenda for business to be transacted before City Council and delivered to each Councilmember prior to each meeting of the Council."

5th This Ordinance shall be in full force and effect from and after its adoption this the day of October, 2015.

Approved as to Form Only:


City Attorney

Reviewed by:


City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Local Fireman's Relief Fund Board of Trustees Appointment

BACKGROUND: On December 31, 2014, Captain Charles Person Jr. was appointed to serve on the Local Fireman's Relief Fund Board of Trustees to his second term with his term expiring on December 31, 2016. Cpt. Person has resigned effective October 1, 2015.

On December 31, 2014, Captain Gilbert Hare was appointed to serve on the Local Fireman's Relief Fund Board of Trustees to his second term with his term expiring on December 31, 2016. Cpt. Hare has resigned effective October 1, 2015.

DISCUSSION: Staff would recommend Captain Matthew Pendergraph and Engineer Scott Matthews to serve on the Local Fireman's Relief Fund Board of Trustees to fill the unexpired terms left by Cpt. Person and Cpt. Hare.

RECOMMENDATION: By motion, Council adopt the attached Resolutions:

1. Appointing Captain Matthew Pendergraph and Engineer Scott Matthews to the Local Fireman's Relief Fund Board of Trustees.
2. Commending Captain Charles Person Jr. and Captain Gilbert Hare who has served on the Local Fireman's Relief Fund Board of Trustees.

Date: 10-1-15


City Manager

RESOLUTION NO. 2015- 83

RESOLUTION APPOINTING A MEMBER TO AN ADVISORY
BOARDS AND COMMISSION

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

WHEREAS, two vacancies exists on the Local Fireman's Relief Fund Board of Trustees; and

WHEREAS, the following distinguished citizens has expressed a desire to serve upon the Local Fireman's Relief Fund Board of Trustees;

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

1. The following individuals be and are hereby appointed to the Local Fireman's Relief Fund Board of Trustees. The term shall expire on the date indicated:

LOCAL FIREMAN'S RELIEF FUND BOARD OF TRUSTEES

Filling an Unexpired Term:

Engineer Scott Matthews

Term Expires December 31, 2016

Captain Matthew Pendergraph

Term Expires December 31, 2016

2. This Resolution shall be in full force and effect from and after this 5th day of October, 2015.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

RESOLUTION NO. 2015 - 84

RESOLUTION COMMENDING AN INDIVIDUAL WHO HAS SERVED
ON THE OCAL FIREMAN'S RELIEF FUND BOARD OF TRUSTEES OF
THE CITY OF GOLDSBORO AND DIRECTING THE MAYOR ON BEHALF OF
THE CITY COUNCIL TO PRESENT THE INDIVIDUALS WITH
A CERTIFICATE OF APPRECIATION

WHEREAS, citizen participation is vital to responsible government; and

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

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

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

1. The following individuals are recognized for their service on the Local Fireman's Relief Fund Board of Trustees and are commended for their contributions to the operation of Goldsboro's municipal government:

Local Fireman's Relief Fund Board of Trustees

Captain Charles Person Jr.

Captain Gilbert Hare

2. The Mayor of the City of Goldsboro is hereby directed to present these individuals a Certificate of Appreciation for their civic contributions.
3. This certificate is to be presented at the next regularly scheduled meeting of the Local Fireman's Relief Fund Board of Trustees or as close to that meeting date as possible.
4. This Resolution shall be in full force and effect from and after this 5th day of October, 2015.

Approved as to Form Only:


City Attorney

Reviewed by:


City Manager

ITEM NO. 5
Deferred

CITY OF GOLDSBORO
AGENDA MEMORANDUM
OCTOBER 5, 2015 COUNCIL MEETING

SUBJECT: Approval of Lease for Multi Sports Complex

BACKGROUND: The City of Goldsboro proposes the development of the 62.35 acre site located off of Oak Forest Road as a multisport complex for sports including soccer, football and lacrosse. The completed project will include a combination of up to eight artificial and natural turf fields, sports lighting, and spectator seating for up to 500, restrooms and parking. The construction will consist of grading, installation of the fields and construction of the amenities. The proposed site is ideal due to its topography, proximity to the base gate and local services (hotels and restaurants).

DISCUSSION: The city has been discussing the terms and conditions of the lease with the US Air Force. As compensation for the 20 year lease with opportunities to extend in 10 year increments, the city has agreed to build a 2,500 sq. feet addition to the SJAFB fitness center and to also provide use of the multi sports facility for recreational use and sports programming for the Air Force Base and community.

RECOMMENDATION: Authorize the Mayor to enter into an agreement with the United States Air Force to lease and construct a Multi Sports Complex, subject to staff approval of the language and terminology of the lease.

Date: _____

Randy Guthrie, Assistant City Manager

Date: 10-1-15



Scott Stevens, City Manager

9-23-15 AF DRAFT

GROUND LEASE AGREEMENT (Seymour-Johnson AFB Sports Fields)

This **GROUND LEASE AGREEMENT** (the “Lease”) is entered into this ____ day of _____, 20__ by and between the **UNITED STATES OF AMERICA** by and through the **SECRETARY OF THE AIR FORCE** (the “Government” or “Lessor”) and **THE CITY OF GOLDSBORO, NORTH CAROLINA**, a Municipal Corporation whose mailing address is PO Drawer A, Goldsboro, NC 27533 (the “Lessee” or “City”). The Lessor and Lessee are sometimes collectively referred to herein as, the “Parties” and individually as, the “Party”.

WITNESSETH

WHEREAS, the Government issued that certain Enhanced Use Lease Request for Qualifications No. AFCEC-15-R-0001 dated _____ (the “RFQ”) to competitively select a lessee to carry out the actions and requirements set forth in the RFQ; and

WHEREAS, Lessee submitted a response to the RFQ and Lessee was selected by the Government as the highest ranked offeror; and

WHEREAS, the Parties hereby desire to execute this Lease to memorialize the terms and conditions pursuant to which the actions and requirements in the RFQ will be executed; and

WHEREAS, the Government is entering into this Lease pursuant to and in accordance with the RFQ and 10 U.S.C. § 2667 Leases: Non-Excess Property of Military Departments and Defense Agencies; and

WHEREAS, the undersigned, on behalf of the Government, has determined that this Lease fulfills the requirements of 10 U.S.C. § 2667; and

WHEREAS, the Government desires to lease the Leased Premises (as hereinafter defined) to Lessee and Lessee desires to lease the Leased Premises from the Government pursuant to and in accordance with the terms and conditions more specifically set forth herein.

NOW WHEREFORE, for and in consideration of the terms, covenants, and conditions hereof, and other good and valuable consideration the adequacy, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I.

PREMISES AND PERMITTED USE

Section 1.01 **Leased Premises**. Subject to the terms and conditions set forth in this Lease, the Government hereby leases to Lessee, and Lessee leases from the Government, that certain vacant unimproved real property under the control of the Government and situated on Seymour-Johnson Air Force Base, Wayne County, North Carolina (the “Installation”) consisting of approximately sixty two contiguous acres (± 62 ac.) more specifically described in **Exhibit A** attached hereto and

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incorporated herein by this reference (the “**Land**” or “**Leased Premises**”) subject to all existing easements, rights-of-way, and all other rights and interests (whether or not of record) encumbering the Leased Premises (collectively, “**Existing Encumbrances**”). A list of Existing Encumbrances that are known to and maintained in the records of the Installation is included in **Exhibit B** attached hereto and incorporated herein by this reference. As required by 10 USC 2667 (a), the undersigned hereby acknowledges and agrees that the Leased Premises is not excess property, as defined by 40 USC 102, and that this Lease will promote the national defense or to be in the public interest.

Section 1.02 **Condition of Leased Premises.** LESSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE GOVERNMENT LEASES THE LEASED PREMISES AND LESSEE ACCEPTS THE LEASED PREMISES “**AS/IS, WHERE IS**” WITHOUT ANY REPRESENTATION OR WARRANTY OF THE GOVERNMENT, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER. LESSEE ACKNOWLEDGES THAT THE GOVERNMENT HAS MADE NO REPRESENTATIONS OR WARRANTIES RELATING TO THE SUITABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE EXCEPT AND UNLESS OTHERWISE EXPRESSLY PROVIDED IN THIS LEASE, THE GOVERNMENT SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR, MAINTAIN, RENOVATE OR OTHERWISE INCUR ANY COST OR EXPENSE WITH RESPECT TO THE LEASED PREMISES. THE GOVERNMENT SHALL NOT BE LIABLE FOR ANY LATENT OR PATENT DEFECTS IN THE LEASED PREMISES. GOVERNMENT SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY LESSEE OCCASIONED BY THE CONDITION OR CHARACTERISTICS OF THE LEASED PREMISES.

Section 1.03 **Permitted Use.** The Leased Premises shall be used for the purposes of siting, construction, installation, use, maintenance, and operation of eight (8) multi-sports full size, illuminated fields (i.e., soccer, football, lacrosse, field hockey and ultimate frisbee); and ancillary facilities including a perimeter fence, parking, restrooms, concessions and utility infrastructure for use by the general public and the Installation as more specifically depicted in **Exhibit C** attached hereto and incorporated herein by this reference (collectively, sometimes herein referred to as the “**Sports Field Complex**”) and for no other purpose (the “**Permitted Use**”). Lessee shall use and manage the Leased Premises in accordance with all Applicable Laws (as hereinafter defined). Lessee shall not permit any unlawful nuisance, waste or injury on the Leased Premises and shall not use the Leased Premises, nor allow any of its officers, employees, agents, contractors, subcontractors, licensees or invitees to use the Leased Premises for any purpose other than the Permitted Use or in any manner that violates any Applicable Laws. Without limiting the foregoing, Lessee hereby acknowledges and agrees that it shall not use or permit the use of the Leased Premises for any of the following activities: (a) Any use that is unlawful or inherently dangerous or that constitutes waste, unreasonable annoyance, or a nuisance; (b) Activities involving the storage, treatment, transportation, disposal, or manufacture of Toxic or Hazardous Materials; (c) Activities that the Government determines adversely affect the security of the Installation or the health, safety, morals, welfare, morale, and discipline of the Armed Forces, such as the sale or use of drug abuse paraphernalia, illicit gambling, and prostitution; (d) Partisan political activities; or (e) Activities by persons or entities advocating the overthrow of the United States. Notwithstanding anything herein to the contrary, Lessee shall provide the covered entities

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specified in 10 USC 2667(d)(1) the right to establish and operate a community support facility or provide community support services, or seek equitable compensation for morale, welfare, and recreation programs of the Department of Defense in lieu of the operation of such a facility or the provision of such services, if the Secretary determines that the Lessee will provide merchandise or services in direct competition with covered entities through this Lease. The lessee reserves the right to solicit corporate sponsorships for the Multi-Sports Complex including naming rights for the sports complex, facilities and sports fields. All sponsorships will be coordinated with the government to ensure such naming or other corporate sponsorship doesn't constitute a conflict to the government's ability to promote the national defense..

Section 1.04 **Quiet Use and Enjoyment.** The Government agrees that, so long as no Event of Default (as hereinafter defined) has occurred and/or is continuing, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises and other rights granted hereunder in accordance with the terms and conditions of this Lease.

ARTICLE II.

TERM OF LEASEHOLD

Section 2.01 **Term.** This Lease shall be for a period of twenty (20) years commencing on the Effective Date (as hereinafter defined) of this Lease (the "**Lease Commencement Date**") and shall expire at midnight Eastern Standard Time on the date that is twenty years thereafter ("**Lease Expiration Date**"), unless sooner terminated in accordance with the terms and provisions hereof. The lease may be extended in 10 year increments upon the written agreement of both parties. Details regarding any rent payments that the Government may be entitled can be renegotiated at the time of any lease extension. The period of time from the Lease Commencement Date to and including the Lease Expiration Date is hereinafter referred to as the "**Term**". As required by 10 USC 2667(a)(2), The Government hereby acknowledges and agrees that for the Term of this Lease, the Leased Premises is not needed for public use; and, in accordance with 10 USC 2667(b)(3), the undersigned hereby acknowledges and agrees that the omission of such a provision permitting the Government to revoke this Lease at any time will promote the national defense or be in the public interest.

Section 2.02 **Holdover Tenancy.** Without limiting the foregoing and notwithstanding anything herein to the contrary, in the event that Lessee fails or refuses to vacate and surrender the Leased Premises after the expiration of the Term of this Lease, the Government, in its sole and absolute discretion, may elect to treat that failure or refusal as an automatic month-to-month holdover tenancy, subject to all the terms and conditions of this Lease, except that rent for such month-to-month tenancy shall be calculated at the fair market value of the property at the time of holdover tenancy.. The terms and conditions of this Section shall survive expiration of this Lease.

ARTICLE III.

RENT

Section 3.01 **In-Kind Rent.** The Government hereby acknowledges and agrees, in accordance with 10 USC 2667(b)(4), that the value of the In-Kind Rent (as hereinafter defined) prescribed and agreed to below is not less than the fair market value of the leasehold interest of the Leased

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Premises being conveyed by the Government to Lessee hereunder. During the Term of this Lease, Lessee shall provide rent to the Government in exchange for the leasehold interest being granted by this Lease in-kind, rather than in cash, as follows (collectively, the “**In-Kind Rent**”):

- a. Gymnasium Addition. Lessee shall construct, install, and deliver to the Government an addition to the SJAFB fitness center comprised of at least two thousand five hundred square feet (2,500 sq. ft.) in accordance with those minimum requirements attached hereto and incorporated herein as Exhibit ____ and with plans and specifications to be approved in writing by the Government and that the Government agrees (in writing) has a monetary value that the Parties shall mutually agree (in writing) is, at least, SIX HUNDRED THOUSAND and 00/100 DOLLARS (\$600,000) (the “**Gymnasium Addition**”). The Gymnasium Addition shall be due, completed, and delivered to the Government on or before twenty four months (24) after the Effective Date of this Lease. The Gymnasium Addition shall be constructed, installed, executed, and delivered pursuant to and in accordance with applicable Department of Defense/Air Force (DoD/AF) military construction (MILCON) standards, requirements, and procedures, and shall be subject to review and written approval by the SJAFB AFB Civil Engineer Commander or his/her duly authorized representative (the “**CE Commander**”). DoD/AF and MILCON construction standards are available through the office of the CE Commander. The Lessee shall submit all construction plans and designs for In-Kind Payments to the CE Commander for review and written approval, prior to commencement of any work for a given In-Kind Payment. All In-Kind Payments shall be coordinated with, reviewed, approved and accepted the CE Commander. In the event that Lessee fails to complete and deliver the Gymnasium Addition on the date it is due and payable in accordance with the requirements of this Section 3.01, Lessee shall without any further action or formality immediately be liable for and shall pay to the Government the agreed upon value of the Gymnasium Addition in the amount of SIX HUNDRED THOUSAND and 00/100 DOLLARS (\$600,000) without demand, deduction, or set off.
- b. Sports Field Use. Lessee shall also provide the Government rent consideration in exchange for the leasehold interest in the Leased Premises, by providing priority and exclusive use of the Sports Field Complex on the Leased Premises each month during the Term of this Lease to the Government, as and when needed, for Government recreation league practice and play, Government intramural field sports practice and play, Government group fitness, and Installation “wing sports days” events.
 - i. The City shall make available as many fields in the Sports Field Complex and for as many hours as and when is necessary to accommodate the number of youth sports leagues games and practices that are, as of the Effective Date of this Lease, taking place on those fields on the Installation commonly known as the “Clinic Fields”.
 - ii. The City shall also provide the Government with priority and exclusive use of the Sports Field Complex for forty (40) hours each month during the Term of this Lease, and at least two (2) sports fields will be made available to the Government for its group fitness needs during said 40 hours per month, and ten (10) of those 40 hours shall be on weekday evenings after 4:00 p.m. and on weekends.

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- iii. The Government, via the 4th Force Support Squadron (FSS) Commander or his designee, shall meet with the City's Parks and Recreation Department Director or his designee twice each calendar year during the Term of this Lease to schedule its use of the sports fields in advance and in writing (the "**Bi-Annual Scheduling Meetings**"). During the Bi-Annual Scheduling Meetings the Parties shall create a written and mutually agreed upon schedule for AF exclusive and priority use of the Sports Field Complex and the City's use of the Sports Field Complex (the "**Joint Use Schedule**"). The Joint Use Schedule shall forecast eighteen (18) months of the Parties' use and shall include and list the dates and time/duration of use, the field(s) to be used and the name of the group(s) using the field(s). At the Bi-Annual Meeting, the City shall notify the Government of any tournaments and other events held or sponsored by the City which would cause all or a portion of the Sports Field Complex to be unavailable for priority and exclusive use by the Government and note them in the Joint Use Schedule. However, the number of days on which there will be any tournament or events which will require all or any of the Sports Field Complex to be unavailable for the Government's priority and exclusive use shall not exceed ninety (90) days in any calendar year during the Term of this Lease. The Joint Use Schedule may be modified by either Party upon thirty (30) days' prior written notice and written consent of both the 4th Force Support Squadron (FSS) Commander or his designee and the City's Parks and Recreation Department Director or his designee. In the event Lessee shall fail to provide the Government use of the Sports Field Complex in accordance with the requirements of this Lease, then Lessee shall pay and reimburse the Government for actual costs and expenses incurred by the Government as a result of such failure (including, but not limited to, costs for securing use of an alternate location) no later than ten (10) days after receipt of an invoice from the Government for such costs and expenses. Notwithstanding anything herein to the contrary, the City shall not be liable for reimbursing the Government for any costs and expenses incurred by the Government as a result of the Sports Field Complex being unavailable for the Government's use (including, but not limited to, costs for securing use of an alternate location) if the Government's use can be accommodated on the Installation; not to exceed the then published rental rates for the Sports Field Complex.
- iv. On July 1st of each year during the Term of this Lease, the City shall provide the Government with a written accounting, together with a copy of the Joint Use Schedule for the immediately preceding twelve month period, detailing how many hours per month the Government requested to use the Sports Field Complex and how many hours per month the Lessee provided and did not provide the Government with use of the Sports Field Complex, during the immediately preceding twelve month period (the "**Annual Sports Field Complex Use Report**"). The Annual Sports Field Complex Use report shall be mailed to the Air Force Civil Engineer Center, Installations Director,

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Attention: EUL Portfolio Management at _____ Street, Suite _____, Lackland AFB, TX _____.

- c. Cash Payments. Cash payments required to be made by Lessee to the Government pursuant to this Lease, shall be paid in lawful currency by certified check made payable to THE UNITED STATES TREASURY and delivered to AFCEC/CI Attention: EUL Portfolio Management, _____ Street, Suite _____, Lackland AFB, TX _____. In the event of termination of this Lease by the Government due to Event to Default by Lessee or termination of this Lease by Lessee prior to the Lease Expiration Date, Lessee hereby expressly waives any and all right, action, and, claim to recover any In-Kind Payment or the value of any In-Kind Payment made to the Government pursuant to this Article III; this waiver shall survive expiration or earlier termination of this Lease.

Section 3.02 **Additional Rent**. All sums, liabilities, obligations, and other amounts which Lessee is required to pay or discharge pursuant to this Lease, including taxes and insurance premiums, in addition to In-Kind Rent together with any finance charge, late fees, or other sums which may be added for late payment thereof, shall constitute "**Additional Rent**" hereunder. The In-Kind Rent, Additional Rent, and any other sums required to be paid by Lessee to Lessor hereunder are collectively referred to as, the "**Rent**").

Section 3.03 **Delinquent Rent**. In the event that Lessee shall fail to pay any portion of cash Rent on or before the day which is ten (10) days after the day on which payment is due, then such unpaid amounts shall be deemed delinquent and shall: (i) bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law for amounts past due to the Federal government until paid in full; (ii) include an administrative charge to cover the costs and expenses incurred by the Government for processing and handling delinquent debts; and (iii) include an assessment of an additional penalty charge of ten percent (10%) of the delinquent amount or the maximum penalty charge allowed by Federal law on any portion of a debt that is more than ninety (90) days past due.

ARTICLE IV.

CONSTRUCTION

Section 4.01 **Off-Site Improvements**. There will be no improvements to be constructed by or for the Lessee off the Leased Premises. Sports Field Complex are sometimes collectively herein referred to as, the "**Lessee Improvements**" or "**Improvements**").

Section 4.02 **Permitting**. Lessee shall, at its sole cost and expense, obtain all federal, state, and local permits and federal, state, and local governmental approvals necessary or required for construction and operation of the Lessee Improvements (collectively, the "**Permits and Approvals**") and shall provide the Government copies of such Permits and Approvals as they are obtained, but in no event later than thirty (30) days prior to the Construction Commencement Date, as hereinafter defined, unless otherwise agreed to in writing by the Government. The Parties hereby acknowledge and agree there are no entitlements being granted or conveyed with the Leased Premises to the Lessee by the Government. As used in this Section, the term "**entitlements**" means those land or development rights required for the development of the Lessee

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Improvements on the Leased Premises in accordance with federal, state, and local regulations, rules, ordinances, policies, and laws. All actions, uses, and operations occurring on the Leased Premises shall comply with all applicable terms, conditions and requirements of the Permits and Approvals. Government, at no cost to Government, shall cooperate in good faith with Lessee in all permitting processes; provided, however, in no event shall the Government be obligated or otherwise be required to cooperate in any manner or take any action regarding the Permits and Approvals which the Government determines is prohibited by or would otherwise be inconsistent with any applicable Federal law, regulation or policy.

Section 4.03 Construction Plans and Documents.

- (a) **Preliminary Plans.** No later than ninety (90) days after the Effective Date of this Lease, Lessee shall deliver a preliminary site plan and a conceptual infrastructure plan (including, but not limited to, utilities, ingress/egress, and storm-water), and preliminary environmental management and impact mitigation plan for the Lessee Improvements (collectively, the “**Preliminary Plans**”) to the Installation Civil Engineer for review and comment. Comments to the Preliminary Plans shall be returned to the Lessee fifteen (15) business days of receipt of the Preliminary Plans.
- (b) **Design, Engineering and Construction Plans.** Based upon the Preliminary Plans and the Government comments thereto, Lessee shall cause to be prepared ninety percent design, engineering, and construction plans and specifications for the Lessee Improvements (“**90% Plans**”) (the Preliminary Plans and the 90% Plans are hereinafter collectively referred to as, the “**Pre-Final Construction Plans and Documents**”). No later than one hundred and twenty (120) days prior to commencement of construction of the Lessee Improvements, the Lessee shall submit the 90% Plans to the Installation Civil Engineer for review and comment. Comments shall be returned to the Lessee within fifteen (15) business days of receipt. The Preliminary Construction Plans and Documents shall be certified by the Lessee’s duly certified, licensed and authorized architect and/or engineer relative to their particular areas of expertise, as meeting the applicable building codes, ordinances, rules, regulations, policies, and laws as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures and improvements.
- (c) **Final Plans and Construction Documents.** After receiving any comments to Preliminary Construction Plans and Documents from the Installation Civil Engineer, and no later than sixty (60) days prior to commencement of construction of the Lessee Improvements the Lessee shall provide signed and sealed copies of the final one hundred percent (100%) design and construction plans and specifications and all other final drawings and documents necessary or required for the design and construction of the Lessee Improvements (the “**Final Construction Plans and Documents**”) to the Installation Civil Engineer and AFCEC/CIUP for review and comment. Comments shall be returned to the Lessee within forty-five (45) business days of receipt. The Parties hereby acknowledge and agree that since site plans are conceptual at this time and may change depending on subsequent reviews of Preliminary Plans, to obtain Government approval of the Final Construction

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Plans and Documents, the Government will also need to conduct an environmental review of the proposed final plans to ensure the Final Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) has included and addressed all potential impacts to environmental resources. If substantial environmental impacts are not addressed, then additional supplemental analysis should occur and may result at a minimum a Supplemental EA. Without limiting the foregoing, Lessee hereby acknowledges and agrees: (i) it shall construct a fence around the boundary of the Leased Premises of a kind and type approved by the Installation prior to and as a condition of receiving the Notice to Proceed (as hereinafter defined); and (ii) any artificial lighting on the Leased Premises shall not cause a nuisance, unreasonably interfere with, or otherwise be incompatible with the residential uses on the Installation near the Sports Field Complex.

(d) **Additional Plans**. Lessee shall construct, manage, and operate the Lessee Improvements in accordance with the following plans attached hereto and incorporated herein by this reference as **Composite Exhibit D** (collectively the “**Additional Plans**”):

- a. The “**Construction Management Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-1** which includes a construction schedule (identifying any phasing, quality control program, demolition plan for existing improvements (if applicable), plans for ingress and egress, including haul routes, staging areas, disposition of debris, relocation of any improvements, infrastructure or facilities on the Leased Premises, construction of a perimeter fence, and other construction-related matters as necessary. The Construction Management Plan also identifies any temporary structures or facilities needed during the construction phase of the Lessee Improvements.
- b. The “**Environmental Management Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-2** which addresses environmental matters of concern to the Government, including disposal of stumps and slash and other environmental mitigation requirements, and which includes a spill plan, asbestos disposal plan, Pesticide Management Plan (as hereinafter defined), and soils management plan all as may be necessary or required by the Government.
- c. The “**Historic Preservation Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-3** addressing Installation requirements for historic preservation.
- d. The “**Emergency Services Plan**” attached hereto and incorporated herein by this reference as **Composite Exhibit D-4** detailing how law enforcement and other emergency services (e.g., police, fire protection, hazmat, etc.) will be provided to the Leased Premises and how, for those emergency services the Government may, but is not obligated to, agree to provide, reimbursements to the Government will be calculated. All reimbursements for emergency services provided by the Government to the Leased Premises, if any, shall be paid as Additional Rent.

Section 4.04 **Review and Comment**. Except as expressly otherwise provided herein, review by the Government of any and all design and construction plans and specifications and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements pursuant to this Lease is solely for the purpose of affording the Government an opportunity to advise the Lessee that plans and documents submitted are not adverse to or

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otherwise negatively impact the mission and operations of the Installation. In no event shall the Government's review or approval be deemed an approval of the Preliminary Plans, Preliminary Construction Plans and Documents, or Final Construction Plans and Documents for compliance with any technical standards or requirements, or that the same are free of defect. The Lessee shall rely on its own consultants, employees, contractors, representatives and advisors to determine the sufficiency of the design contained in the Final Construction Plans and Documents, and that such design is free of defects and is in compliance with all applicable building codes, ordinances, rules, regulations, policies, and laws as well as the industry standards of architects, engineers, and planners for the design and construction of similar structures. In the event that the Government requires changes to the plans and documents that materially increase the cost of the Lessee Improvements or materially extend the construction schedule for the Lessee Improvements, Lessee may at its election terminate this Lease by giving the Government written notice of termination, whereupon neither the Government nor the Lessee shall have any further obligation or liability to the other under this Lease.

Section 4.05 **Access and Transportation Improvements.** Lessee shall have ingress/egress access to the Leased Premises via the public roads abutting the Leased Premises commonly known as Oak Forest Road.

Section 4.06 **Utilities.** Lessee shall be solely responsible for designing, permitting, and constructing all utility systems (including, without limitation, electric, gas, communications, potable water, and wastewater systems) necessary for service connections and delivery to the Leased Premises and for obtaining such services from available providers. Lessee shall be responsible for any impact fees, or connection, or tap fees for connection of utilities service to the Leased Premises. Lessee hereby acknowledges and agrees that the Government shall not have any obligation or liability for the provision of utility services to the Leased Premises or the Sports Field Complex.

Section 4.07 **Drainage and Stormwater Management.** Lessee shall be solely responsible for designing, permitting, and constructing all stormwater and drainage transmission, conveyance, retention, detention, and outfall systems and related facilities for the Leased Premises.

Section 4.08 **Development/Impact Fees.** Lessee shall be solely responsible for the payment of any and all impact fees, development fees, and other fees, charges, and expenses imposed by federal, state, or local governmental authorities related to the Lessee Improvements and the development of the Leased Premises, as applicable.

Section 4.09 **Cost and Expense of Planning, Design, and Engineering.** Lessee shall be responsible for any and all costs and expenses to produce the Preliminary Plans, Preliminary Construction Plans and Documents, Final Construction Plans and Documents, and all other drawings and documents necessary or required for the design and construction of the Lessee Improvements, and for periodic and final inspections of the Lessee Improvements during construction.

Section 4.10 **Construction Commencement and Schedule.** Construction of Lessee Improvements shall commence promptly after Lessee obtains all Permits and Approvals, but in no event later than July 1, 2016 (the "Construction Commencement Date") and shall be completed

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on or before July 1 2017 (the “**Construction Completion Date**”). Notwithstanding anything herein to the contrary, Lessee shall not commence any construction unless and until it obtains a notice to proceed from the Installation Civil Engineer (or his/her duly authorized representative), which shall not be unreasonably withheld, delayed or conditioned (“**Notice to Proceed**”). Construction of all Lessee Improvements shall be in compliance with all Applicable Laws, inclusive of all applicable construction and building codes. Once construction of the Lessee Improvements commences, Lessee shall cause it to progress to completion diligently and without delay and in accordance with the milestone schedule attached hereto and incorporated herein as **Exhibit E** (the “**Construction Milestone Schedule**”). Other than delays caused by the Government, and as otherwise expressly provided for herein, Lessee shall bear the risk of any delays, including those due to Force Majeure. In the event Lessee fails to commence construction of the Sports Field Complex on the Construction Commencement Date due to any reason other than a delay by the Government or an event of Force Majeure, this Lease shall automatically terminate without further action of either Party being required and, except for those provisions which expressly survive termination, shall be of no further force or effect. Failure to timely perform any of the obligations under this Lease caused by “Force Majeure” shall be excused and not constitute a default under this Lease by the Party in question, but only to the extent and for the time period occasioned by such Force Majeure. For the purposes of this Lease, “Force Majeure” shall include strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, war or other national emergency, acts of God, or other causes beyond the reasonable control of the Party obligated to perform. Except as is otherwise expressly provided for in this Lease, in no event shall this provision or a Force Majeure event excuse any failure by Lessee to pay Rent or any other payment obligation hereunder, nor excuse any failure by Lessee to procure funds or obtain financing necessary to comply with Lessee’s obligations under this Lease.

Section 4.11 **Changes**. If during the course of construction it shall appear necessary or desirable to deviate in any material respect from the Final Construction Plans and Documents, Lessee shall obtain Government’s written comments to such deviations prior to the Lessee executing or acting on such deviations by providing the Installation Civil Engineer with a full written explanation of the nature and desirability or necessity of such deviation for the Government’s review.

Section 4.12 **Completion of Construction**. Within one hundred twenty (120) days after completion of construction of the Lessee Improvements, Lessee shall, at its expense, provide Government with: (a) a certificate by a professional engineer duly licensed in the State in which the Sports Field Complex is located with substantial experience in certifying and inspecting improvements like the Sports Field Complex, stating that the construction and installation of the Lessee Improvements meets or exceeds all applicable construction and safety requirements of the State in which they are located, and (b) record drawings under the seal of a professional architect or engineer duly licensed in the State in which the Sports Field Complex is located showing the “as built” condition of any Lessee Improvements, in such format (including, without limitation a CADD format) as the Government shall reasonably request (the “**As Built Survey**”). All Lessee Improvements shall at all times during the Term of this Lease, and during any time thereafter within which Lessee is permitted to remove such Improvements under the terms of this Lease,

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constitute the sole and separate property of the Lessee, not real property or fixtures that are part of the Leased Premises. In the event the As-Built Survey shows any encroachments or other matters, which are inconsistent with the Final Construction Plans and Documents approved by the Government and were not disclosed by that certain signed and sealed ALTA Survey No. _____ of the Leased Premises issued by _____ dated _____ and provided to the Government by Lessee prior to execution of this Lease, and which adversely affect the Leased Premises or the Installation and are reasonably unacceptable to the Government, the Government shall so notify Lessee and Lessee shall, at its sole cost and expense, within fifteen (15) days after receipt of the aforementioned notice from the Government commence to cure the same and diligently proceed to cure the same in a manner reasonably acceptable to the Government no later than thirty (30) days after receipt of said notice from the Government. In the event the Government becomes aware of encroachments or other matters which adversely affect the Leased Premises or the Installation which are not shown on the As-Built Survey, but which arise as a result of the acts or omissions of Lessee, its contractors, consultants, agents or parties employed or under the control of Lessee and are reasonably unacceptable to the Government, the Government shall so notify Lessee and Lessee shall, at its sole cost and expense within fifteen (15) days after receipt of the aforementioned notice from the Government commence to cure the same and diligently proceed to cure the same in a manner reasonably acceptable to the Government no later than thirty (30) days after receipt of said notice from the Government.

Section 4.13 **No Liens.** Lessee shall keep the Leased Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted for Lessee. If any such mechanic's, construction, or materialman's liens shall be recorded against the Leased Premises, Lessee shall, immediately upon receiving notice of the same, cause such lien to be promptly removed, or transferred to a lien transfer bond or other security available and Lessee hereby agrees to indemnify the Government against all liability occasioned by or resulting from any improvements or alterations to the Leased Premises. Notice is hereby given that neither the Government or the Leased Premises shall be liable for any labor, services, or materials furnished to Lessee upon credit and that no construction or other lien for any such labor, services, or materials shall attach to, encumber, or in any way affect the reversionary or other estate or interest of the Government in and to the Leased Premises.

Section 4.14 **Payment and Performance Bonds.** Prior to commencement of construction on the Leased Premises and as a condition to obtaining the Notice to Proceed, Lessee shall provide to the Government one or more bonds obtained by Lessee or the Lessee's general contractor ensuring payment and performance of that general contractor's obligations under the prime construction contract directly between that general contractor and the Lessee with respect to the construction covered by the Notice to Proceed to be issued pursuant to this Lease. Each of the bonds must: (i) be issued by a Qualified Surety; (ii) be in a form satisfactory to the Government and any Approved Mortgagee and run in favor of the Government and any Approved Mortgagee; (iii) be in the amount of the total cost of constructing the portion of the Improvements covered by such Notice to Proceed, as such cost is stipulated in the construction contract between the Lessee and its general contractor; (iv) guarantee the performance of the contract for the construction of such Improvements in accordance with the Final Construction Plans and Documents; and (v) provide that the Government and any Approved Mortgagee are dual obligees on such bonds as their

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interests may appear. A "Qualified Surety" is a corporate surety or insurer authorized to do business, and to issue bonds for construction payment and performance, in the state of North Carolina and possessing a rating of A/VIII or better in A.M. Best's Insurance Reports.

Section 4.15 **Financing**. Lessee shall be responsible for any and all costs and expenses to construct, install, operate, repair, and maintain the Improvements. To that end, the Parties hereby acknowledge that Lessee has not yet, but will be obtaining sufficient financing from various sources for the construction, operation and maintenance of the Improvements, including but not limited to, at least THREE MILLION AND 00/100 DOLLARS (\$3,000,000.00) from Wayne County, NC and a percentage of hotel occupancy tax to be approved and appropriated by the City Council of Goldsboro, NC (collectively, the "**Financing**"). In the event Lessee fails to obtain the Financing (30) days prior to the Construction Commencement Date, this Lease shall automatically terminate without any further action of the Parties being necessary or required, and except for those provisions which expressly survive termination, shall be of no further force or effect.

ARTICLE V.

MAINTENANCE AND REPAIR

Section 5.01 **Maintenance and Repair**. During the Term, Lessee shall, at its sole cost and expense, keep and maintain the Leased Premises and the Improvements, including without limitation the foundation of any buildings or systems, electrical, plumbing, security systems, fixtures, trade fixtures, machinery, furnishings, signage, and all other portions of the Improvements, in good repair and working order (reasonable wear and tear excepted), and in a clean, properly maintained safe condition. All maintenance, repairs and replacements shall be of quality at least equal to the original in all materials and workmanship. Lessee shall promptly repair, at its expense and in a manner reasonably acceptable to the Government, any damage to Government's property or to the property of others caused by Lessee or its officers, agents, employees, invitees, licensees, and contractors. Lessee shall keep and maintain all artificial turf, grass and landscaping on the Leased Premises in a neat and attractive manner consistent with ASTM, Sport Turf Managers Association and NC Sports Turf Management Association standards and practices. The Government shall have the right to enter the Leased Premises at any time during business hours (9:00 am to 5:00 pm, Monday through Friday) and upon at least twenty four (24) hours advance written notice to Lessee to determine whether or not Lessee is complying with its maintenance obligations hereunder. Notwithstanding the foregoing, however, in the event of an emergency or an issue of national security (as determined by the Government in its sole and absolute discretion) directly affecting the Leased Premises, the Government may enter the Leased Premises at any time and shall not be required to provide any notice to Lessee prior to entering the Leased Premises.

ARTICLE VI.

TAXES

Section 6.01 **Taxes and Assessments**. If and as may be applicable, Lessee shall pay when due all taxes, including without limitation, ad valorem taxes, if any are required to be paid, sales, use

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or other taxes, assessments, or charges levied against or in connection with the Leased Premises, Lessee's leasehold interest therein, and any Improvements thereupon, or arising from Lessee's use, occupancy, or operations on the Leased Premises, together with any and all interest and penalties levied thereon, and Lessee hereby agrees to indemnify Government and hold it harmless from and against any tax, imposition, loss, cost or expense, together with any penalties and interest thereon, as a result of Lessee's failure to pay any sales or tax due on the arising out of this Lease and all claims by any taxing authority that the amounts, if any, collected from Lessee to such taxing authority, were less than the total amount of taxes due. Lessee further covenants and agrees that it shall not, by its action or inaction, cause imposition of a lien on the Leased Premises or Improvements for delinquent taxes. The provisions of this paragraph shall survive the expiration or prior termination of this Lease.

Section 6.02 **Contest of Taxes.** Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed an Event of Default (as hereinafter defined) under this Lease if such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Leased Premises or any Improvements and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. Lessee's obligations under this Section (inclusive of subsections) shall survive the expiration or earlier termination of the term of this Lease.

ARTICLE VII. ENVIRONMENTAL

Section 7.01 **Environmental Requirements.** During the Term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Lessee shall be responsible for compliance, at its sole cost and expense, with all Environmental Laws applicable to Lessee's use of the Leased Premises. As used herein, "**Environmental Laws**" shall mean all applicable statutes, regulations, requirements, rules, guidelines, codes, policies, orders, decrees, approvals, plans, authorizations, and similar items, and all amendments thereto, and all applicable judicial, administrative and regulatory decrees, judgments, and orders, of all governmental agencies, departments, commissions, boards, bureaus or instrumentalities of the United States, the State in which the Leased Premises is located and its political subdivisions, relating to the protection or regulation of human health, the environment or natural resources, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. §§ 9601 et seq.); Resource Conservation and Recovery Act ("**RCRA**"); the Toxic Substance Control Act (15 U.S.C. §§ 2601 et seq.); the Clean Air Act (42 U.S.C. §§ 7401 et seq.); the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 1101 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.); the Occupational Safety and Health Act (29 U.S.C. §§ 655 et seq.); the Construction Safety Act (40 U.S.C. §§ 333 et seq.); the National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.); the Endangered Species Act (16 U.S.C. §§ 1531 et seq.);

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the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. §§ 136 et seq.); the Solid Waste Disposal Act (42 U.S.C. §§ 6901 et seq.); National Environmental Policy Act, Executive Order 11990 Protection of Wetlands; Executive Order 11988 Floodplain Protection; and all applicable state and local statutes and ordinances applicable to the Leased Premises and the use thereof and operations thereupon as may be amended from time to time during the Term of this Lease. The Environmental Laws shall also include: (a) all requirements pertaining to reporting, warnings, licensing, permitting, investigation, remediation and removal of emissions, discharges, releases, or threatened releases of Toxic or Hazardous Wastes, Substances or Materials (each as defined by federal law), whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, land or any other environmental media, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Toxic or Hazardous Wastes, Substances or Materials, and (b) all requirements pertaining to the health and safety of employees or the public. Lessee shall not store, treat, or dispose of any Hazardous Substances on the Leased Premises. As used herein, “**Hazardous Substances**” are defined as any contaminant, toxic or hazardous waste, or any other substance the removal of which is required or the use of which is restricted, prohibited or penalized under any Environmental Laws, including, without limitation, asbestos or petroleum products. Further, during the Term of this Lease, neither party to this Lease nor any agent or party acting at the direction or with the consent of either party hereto shall use, store, handle or dispose of by any means any Hazardous Substances at the Leased Premises, except that Lessee may be entitled to use, store, handle or dispose of Hazardous Substances of the type and in the quantities typically used by companies performing similar services in accordance with all applicable Environmental Laws, if consented to and approved in writing by the Government. Except as otherwise expressly provided in this Lease, Lessee shall not be liable, and does not assume any liability or responsibility (including without limitation any liability or responsibility to undertake environmental response, remediation, or cleanup), whether now or in the future, for the violation of any Environmental Law by reason of any state of facts existing on or before the Effective Date of this Lease or for environmental impacts, liability or damage arising out of the presence of Hazardous Substances on the Leased Premises on or before the Effective Date of this Lease or caused by Government’s manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances on any portion of the Leased Premises or any other real property owned or controlled by Government.

Section 7.02 Natural and Cultural Resources. During the term of this Lease and in exercising the rights granted herein or carrying out actions contemplated hereby, Lessee shall be responsible for compliance, at its sole cost and expense, with the Installation’s Integrated Natural Resources Management Plan (“**INRMP**”) and Integrated Cultural Resources Management Plan (“**ICRMP**”), as may be amended from time to time. Government will provide Lessee a reasonable opportunity to review and comment on any proposed revisions to the INRMP or ICRMP that may affect the Leased Premises. Lessee shall not knowingly remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Leased Premises, Lessee shall immediately notify Government and take reasonable steps in accordance with Applicable Laws to protect the site and the material from further disturbance until Government gives clearance to proceed. Lessee will use all reasonable means available to protect environmental and natural

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resources, consistent with Applicable Laws and the requirements of this Lease. Where damage nevertheless occurs, arising from exercising the rights granted herein or carrying out actions contemplated hereby, the Lessee shall be fully liable for any such damage.

Section 7.03 **Installation Restoration Activities.** On or before the Effective Date, the Government shall provide Lessee access to the Installation Restoration Program (“**IRP**”) records for the Installation for Lessee’s review, if any, and thereafter shall promptly provide to Lessee a copy of any amendments to or restatements of the IRP records affecting the Leased Premises. Lessee hereby acknowledges and understands that response actions to be undertaken with respect to the IRP, including any future amendments or restatements, may impact Lessee’s quiet use and enjoyment of the Leased Premises.

Lessee agrees that, notwithstanding any other provision of this Lease, the Government shall have no liability to Lessee should implementation of the IRP or other environmental cleanup requirements, whether imposed by law, regulatory agencies, or the Department of Defense, interfere with Lessee’s use of the Leased Premises. Neither Lessee nor its invitees or licensees shall have any claim against the United States, or any agent, employee, contractor, or subcontractor thereof, on account of any such interference, whether due to entry, performance of remedial or removal investigations, or exercise of any right with respect to the IRP or under this Lease or otherwise. The Government and agents, employees, contractors, and subcontractors shall have the right, upon reasonable notice to Lessee, to enter upon the Leased Premises: (i) to conduct investigations and surveys, including drilling, soil and water samplings, test-pitting, soil borings, and other activities related to the IRP; (ii) to inspect field activities of the Government and its contractors and subcontractors in implementing the IRP; (iii) to conduct any test or survey related to the implementation of the IRP or environmental conditions at the Leased Premises or to verify any data submitted by the Government to the U.S Environmental Protection Agency or the State of North Carolina; and (iv) to construct, operate, maintain, or undertake any other response or remedial action as required or necessary under the IRP, including, but not limited to, monitoring wells, pumping wells, and treatment facilities. The Government shall, to the extent practicable, coordinate any inspection, survey, investigation, or other response or remedial actions with representatives designated by Lessee. Lessee shall comply with any health or safety plan in effect under the IRP (to the extent Lessee has received notice thereof), and any remediation or response agreement between the Government and environmental regulatory authorities (to the extent Lessee receives notice thereof, if the agreement is not of public record) during the course of any Government response or remedial actions. Lessee shall cooperate and take all reasonable actions to mitigate Government response actions and costs.

Section 7.04 **Required Action and Notices.** Before storing, mixing, or applying any pesticide, as that term is defined under the Federal Insecticide, Fungicide, and Rodenticide Act, Lessee shall prepare, and submit to the Installation CE Commander for review and approval, a plan for storage, mixing, and application of pesticides (“**Pesticide Management Plan**”), such approval not to be unreasonably withheld, delayed or conditioned. The Pesticide Management Plan shall comply with Applicable Laws. Lessee shall store, mix, and apply all pesticides within the Leased Premises in strict compliance with the Pesticide Management Plan. Pesticides shall be applied only by a licensed applicator. If at any time during the Term of this Lease, either Party shall become aware, or have reasonable cause to believe, that any toxic or hazardous wastes, substances, or materials

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have been released or have otherwise come to be located on or beneath the Leased Premises in amounts greater than either the reportable quantities or a level requiring response action(s) under Environmental Laws, such Party shall immediately upon discovering the release or the presence or suspected presence of the toxic or hazardous wastes, substances, or materials, give written notice of that condition to the other Party. In addition, the Party first learning of the release or presence of any toxic or hazardous wastes, substances, or materials on or beneath the Leased Premises, shall immediately notify the other Party in writing of: (a) any enforcement, cleanup, removal, or other governmental or regulatory action instituted, completed, or threatened pursuant to any Applicable Law; (b) any claim made or threatened by any person against Government, Lessee, or the Leased Premises arising out of, or resulting from, the release or presence of toxic or hazardous wastes, substances, or materials; and (c) any reports made to any local, state, or federal environmental agency arising out of, or in connection with, any toxic or hazardous wastes, substances, or materials. Upon reasonable prior written notice to Lessee, the Government may conduct or cause to be conducted an environmental audit or other investigation of the Leased Premises to determine whether Lessee has breached its obligations under this Lease, provided that the Government has received notice or has a reasonable basis to believe that such a breach or a release of toxic or hazardous wastes, substances, or materials on the Leased Premises has occurred. Lessee shall pay all reasonable costs associated with any such investigation conducted by a third party environmental contractor if such investigation shall disclose any such breach by Lessee.

Section 7.05 **Environmental Reports**. Lessee hereby acknowledges receipt of those environmental reports and documents listed in **Exhibit F** attached hereto and incorporated herein by this reference (the “**Government’s Environmental Documents**”) and hereby agrees that the Government’s Environmental Documents shall be prima facie evidence of the environmental condition of the Leased Premises as of the dates they were produced. Lessee understands and agrees that provision of the Environmental Documents are not a representation or warranty by the Government regarding the environmental or physical conditions of the Leased Premises, and the Government shall have no liability in connection with the accuracy or completeness thereof. Lessee shall conduct its own investigations and due diligence to determine the environmental condition of the Leased Premises and not rely on the Government’s Environmental Documents to determine suitability of the Leased Premises for Lessee’s use. No later than sixty (60) days prior to the Lease Expiration Date or termination of this Lease, Lessee shall, at its sole cost and expense, commence a Phase I Environmental Baseline Survey (“**Phase I EBS**”) in accordance with the most current Air Force Instruction (AFI) 32-7066 and with the standards recognized or required by the Government at the time. If the Phase I EBS reveals any areas of environmental concern that were not based upon matters disclosed in the Government’s Environmental Documents and which, in the Government’s reasonable discretion, warrant further investigation, Lessee shall, at its sole cost and expense, commence a Phase II Environmental Baseline Survey (“**Phase II EBS**”) in accordance with the reasonable instructions and standards recognized or required by the Government at the time, including sampling and analysis of soil and groundwater, necessary to determine whether or not contamination has occurred. Copies of the Phase I EBS and the Phase II EBS and any other supplemental EBS reports made pursuant to this Section (collectively, the “**EBS reports**”) shall be certified to be for the benefit of the Government by the duly authorized, licensed, and qualified environmental consultant performing or creating the EBS reports. In the event that the EBS reports identify an environmental condition on or at the Leased Premises, arising or due

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to the actions of Lessee, its employees, agents, contractors, licensees, or sub-lessees or otherwise their use and occupancy of the Leased Premises, Lessee shall promptly undertake and pursue diligently to completion any remedial measures required by any governmental authority having jurisdiction. The provisions of this Section shall survive expiration or earlier termination of this Lease.

Section 7.06 **Environmental Indemnification**. Lessee assumes all responsibility for and indemnifies and holds Government and its employees and contractors harmless from and against any and all debts, obligations, liabilities, fines, penalties, suits, claims, demands, damages, losses, and/or expenses (including reasonable attorneys' and experts' fees and expenses) in any way related to, connected with, or arising out of, Lessee's failure to comply with any Environmental Laws or Lessee's release of any hazardous substances or environmental condition including pollution of air, water, land or groundwater, resulting from the negligent, reckless, willful, wanton or unlawful acts or omissions by Lessee, its officers, agents, employees, contractors, subcontractors or any sublessees or licensees, or their respective invitees, giving rise to Government liability, civil or criminal, or other responsibility under Environmental Laws. However, Lessee does not indemnify the Government for liability for environmental impacts and damage arising out of the existence or release of Toxic or Hazardous Substances on the Leased Premises or other property prior to the Effective Date of this Lease or caused by the use or release of Toxic or Hazardous Substances by the Government or its employees or contractors on any portion of the Installation, including the Leased Premises, provided such impacts or damage are not exacerbated or contributed to by Lessee. Further, notwithstanding any contrary provision herein, the foregoing indemnity obligation of Lessee shall not apply or extend to any suits, claims, causes of action, liabilities or damages to the extent that they would be barred or limited by Government's right or defense of sovereign immunity, whether or not Government actually asserts such right or defense of sovereign immunity, nor shall such indemnity obligation be construed to indemnify the Government against the negligent (comparatively and proportionately), reckless, willful, wanton or unlawful acts or omissions of the Government or its employees, agents, servants, guests, invitees or contractors. The Government acknowledges that, pursuant to section 120 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), the Government is subject to liability under section 107 of CERCLA to the extent that it is responsible for the release or disposal of a Hazardous Substance on the Leased Premises. The Government agrees, as between the Parties, that it will not allege, or seek to have others allege, that Lessee is a potentially responsible party solely due to the presence of a Hazardous Substance on the Leased Premises on the Effective Date, provided that Lessee has not by its acts or omissions caused a further release of such Hazardous Substance, released or disposed of new or additional Hazardous Substances, or increased the cost of a required response action. Nothing in this acknowledgment shall be construed to affect the liability of any person or entity, including Lessee, under sections 106 or 107 of CERCLA or relieve Lessee of any obligation or liability Lessee might have or acquire with regard to third parties or regulatory authorities by operation of law. This provision of indemnification shall survive the expiration or earlier termination of this Lease.

ARTICLE VIII.

INDEMNIFICATION AND INSURANCE

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Section 8.01 **Waiver**. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Government, Lessee and its officers, members, partners, agents, employees, sublessees, licensees, invitees and contractors, Lessee and all persons claiming by and through them hereby waive, release and knowingly and voluntarily assume the risk of all liabilities, claims, damages (including consequential damages), losses, penalties, litigation, demands, causes of action (whether in tort or contract, in law or at equity or otherwise), suits, proceedings, judgments, and other expenses (including attorneys' and experts' fees and expenses) against the Government and its employees, contractors and subcontractors arising from bodily injury or death or damage to the property of any person and damage to the property of any person occurring in or at the Leased Premises, including: (i) any interruption or stoppage of any utility service; (ii) business interruption or loss of use of the Leased Premises; (iii) any latent or patent defect in the Lease Premises; (iv) interference with a Lessee's business, loss of occupancy or quiet enjoyment; and (v) any other loss resulting from the proper exercise by the Government of any right or the performance of any obligation under this Lease. The provisions of this section 8.01 shall survive expiration or earlier termination of this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Government, which immunity is hereby reserved to the Government. This covenant shall survive the termination of this agreement.

Section 8.02 **Indemnification**. Except as otherwise provided in this Lease or resulting from a breach of this Lease by Government, Lessee and its officers, members, partners, agents, employees, sublessees, licensees, invitees and contractors, Lessee and all persons claiming by and through them shall indemnify, defend, and hold the Government completely harmless from and against any and all liabilities, losses, suits, claims, demands, judgments, fines, damages, penalties, costs and expenses (including all costs for investigation and defense thereof, including court costs, reasonable experts' fees and reasonable attorneys' fees and costs, including fees and charges for the services of paralegals) which may be incurred by or charged to or recovered from the Government by reason of or on account of: (i) damage to or destruction of any property of the Government, or Lessee, or any property of, injury to or death of any person resulting from or arising out of the development, construction, use, occupancy, or maintenance of the Leased Premises or Improvements, or the operations and activities on the Leased Premises, or the acts or omissions of Lessee's officers, employees, agents, contractors, subcontractors, licensees, or invitees; (ii) the failure of Lessee to keep, observe or perform any of the covenants or agreements in this Lease to be kept, observed or performed by Lessee; or (iii) any act or omission on the part of Lessee or other person acting by, through, or for Lessee. Notwithstanding any contrary provision herein, the foregoing indemnity obligation of Lessee shall not apply or extend to any suits, claims, causes of action, liabilities or damages to the extent that they would be barred or limited by Government's right or defense of sovereign immunity, whether or not Government actually asserts such right or defense of sovereign immunity. In carrying out its obligations hereunder to defend the Government, Lessee shall use legal counsel reasonably acceptable to the Government. The provisions of this section 8.02 shall survive expiration or earlier termination of this Lease. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the Government, which immunity is hereby reserved to the Government. This covenant shall survive the termination of this agreement.

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Section 8.03 **Insurance**. During the Term of this Lease, Lessee shall, at its sole cost and expense, or shall cause its contractors (at its sole cost and expense) to obtain, keep and maintain the types of insurances with such coverage and in such form as specified in **Exhibit H** attached hereto and incorporated herein by this reference (collectively, the “**Required Insurances**”). All Required Insurance to be maintained hereunder shall, unless otherwise expressly stated herein, be primary and not contributory with respect to any other insurance any insured may possess (including any self-insured retention or deductible), name the Government as an additional insured, contain a waiver of any right of subrogation against the Government, be issued by such company or companies authorized to conduct business in the state where the Leased Premises is located and having a rating by A.M. Best’s Key Rating Guide of not less than “**A-/VIII**”. A combination of primary and excess insurance policies may be utilized to evidence the Insurance Requirements. The Insurance Requirements are independent of Lessee’s covenants of indemnification and waiver in this Lease and shall not restrict or modify such covenants.

Section 8.04 **Certificates of Insurance**. Within thirty (30) days after the Lease Commencement Date, and within thirty (30) days after the expiration of any policy or policies required hereunder, Lessee shall furnish an original certificate of insurance to the Government evidencing such required insurance coverage confirming that the policy or policies will not be cancelled or modified nor the limits thereunder decreased without thirty (30) days’ prior written notice thereof to the Government. Lessee shall also provide the Government with copies of endorsements and other evidence of coverage set forth in the certificate of insurance. If Lessee fails to comply with the terms of this Section (inclusive of subsections), the Government shall have the right, but not the obligation, to cause such insurance as required hereunder to be issued, and in such event Lessee shall pay the premium for such insurance, as Additional Rent, upon the Government’s demand.

ARTICLE IX.

DESTRUCTION OF IMPROVEMENTS

Section 9.01 **Obligations of Lessee**. Except as may otherwise expressly provided in this Lease, Lessee shall bear all risk of loss or damage or destruction to the Leased Premises and Improvements, including any buildings, fixtures, or other property thereon, arising from any fire, flood, or other peril or casualty. In the event the Leased Premises or Improvements are damaged or destroyed in whole or in part by fire, flood, or other peril or casualty, Lessee shall give prompt written notice thereof to Government and shall promptly thereafter restore the Leased Premises and Improvements to the condition they existed in immediately prior to such damage or destruction. Damage to the Leased Premises or Improvements shall not cause an abatement of Lessee’s obligation to pay Rent to the Government or to make any other payments required to be made by Lessee under this Lease.

Section 9.02 **Extensive Damage or Destruction**. Without limiting the foregoing and, in the event the Parties mutually agree that the magnitude of damage or destruction of the Leased Premises and/or the Improvements is so extensive that they cannot be used by Lessee for the Permitted Use and that their repair, rebuilding, or replacement cannot be substantially completed within twelve (12) months after the occurrence of the damage or destruction, either Party may terminate this Lease by providing written notice thereof to the other Party. Upon receipt of said

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notice, this Lease shall no longer be of any force or effect and the Parties shall be relieved of all obligations hereunder, except for those provisions which expressly survive termination.

Section 9.03 **Application of Insurance Proceeds**. All insurance proceeds received by Lessee as a result of any casualty loss, damage or destruction of the Leased Premises and/or the Improvements that occurred during the Term of this Lease shall be applied in the following order of priority: (i) to restoring the damaged areas and removing any related debris to the reasonable satisfaction of the Government; (ii) to repairing, rebuilding, and/or replacing the Leased Premises and Improvements to the reasonable satisfaction of the Government; (iii) if required by any Approved Mortgagee, to the payment of any outstanding liens held any Approved Mortgagee, in accordance with the order of priority of such liens, until all such liens are fully satisfied and released, and (iv) the excess, if any, shall be paid to Lessee. This provision shall survive expiration or earlier termination of this Lease.

ARTICLE X.

REPRESENTATIONS AND WARRANTIES

Section 10.01 Lessee hereby represents and warrants to the Government as follows:

- (a) Lessee has entered into this Lease based on its own full investigation of all facts relating to, and conditions underlying, the Leased Premises and its development and use of the Leased Premises, including environmental conditions, and that it has solely relied on its own investigation.
- (b) Lessee's execution, delivery, and performance of this Lease will not violate any provision of law, any court order or other government agency order, or any of the organizational or other governing documents of Lessee, or any agreement or other instrument to which Lessee is now a party or by which it or any of its properties or assets is bound, or be in conflict with or constitute a default (with due notice or the passage of time or both) under any of the foregoing or create of any encumbrance on any of the property or assets of Lessee, except as permitted by this Lease or otherwise approved by the Government.
- (c) There are no actions, suits or proceedings pending or, to Lessee's knowledge, threatened against, by or affecting Lessee which could have a material adverse effect on the financial condition of Lessee, or the transactions contemplated by this Lease, or would affect or bring into question the validity or enforceability of this Lease or of any action to be taken or obligation to be performed by Lessee hereunder, in any court or before any governmental entity, domestic or foreign.
- (d) The execution and entry into this Lease, the execution and delivery of the documents and instruments to be executed and delivered by Lessee in connection with this Lease, and the performance by Lessee of its obligations and duties hereunder and of all other acts necessary or appropriate for fulfillment of the requirements and actions contemplated herein and provided for in this Lease, are consistent with and not in violation of, and will not create

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any adverse condition under, any contract, agreement or other instruments which Lessee is a party, any judicial order or judgment of any nature by which Lessee is bound; and this Lease, and the covenants and agreements of Lessee herein, are the valid and binding obligations of Lessee, enforceable in accordance with their terms.

- (e) There is no completed, pending or, to Lessee's knowledge, threatened bankruptcy, reorganization, receivership, insolvency or like proceeding, whether voluntary or involuntary, affecting Lessee.
- (f) Lessee is a municipality, duly organized and validly existing under the laws of the State of North Carolina. The undersigned representative of Lessee has been duly authorized to execute this Lease and the documents and instruments to be executed by Lessee in connection with this Lease and to bind Lessee hereunder. There is no authorization, consent, approval, order, registration, declaration, or filing required for the execution of this Lease that has not been made or obtained.

ARTICLE XI.

DEFAULT AND REMEDIES; SURRENDER

Section 11.01 **Event of Default.** The occurrence of any of the following shall constitute an event of default (an "**Event of Default**") by Lessee under this Lease:

- (a) Failure of Lessee to make any cash payment of Rent (inclusive of Additional Rent) required to be made in cash or any other monetary payment required to be made by Lessee hereunder when due, which failure is not remedied within ten (10) days after written notice of such failure is provided to Lessee ("**Notice of Default**");
- (b) Failure of Lessee to keep, observe, or perform any term, condition, or provision this Lease requires Lessee to keep, observe or perform, including without limitation failure to deliver any In Kind Rent payment required to be delivered by Lessee hereunder when due, which failure is not remedied within (30) days after Notice of Default;
- (c) Commencement by or against Lessee of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, reorganization, or for the readjustment of indebtedness, or the insolvency of the receiver, trustee or custodian; provided, however, that any of the foregoing set forth in this subsection which is commenced by a person other than Lessee shall not constitute an Event of Default if it is discharged within ninety (90) days after it is made;
- (d) Making of any offer or giving of any gratuities in the form of entertainment, gifts, or otherwise, by the Lessee, or any agent or representative of the Lessee, to any officer or employee of the Government with a view toward procuring an agreement or procuring favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such agreement; and

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- (e) The placement of any lien upon the Leased Premises which is not otherwise expressly permitted by this Lease and the failure to cause such lien to be bonded off or otherwise discharged within sixty (60) days.

Section 11.02 **Remedies.** Upon an Event of Default and upon the expiration of any applicable cure period provided for in this Lease, the Government may in its sole and absolute discretion pursue any of the following remedies, or such other remedies as may be available to the Government at law or in equity:

- (a) Terminate the Lease and re-enter and repossess the Leased Premises and expel or remove Lessee and any other person who may be occupying said Leased Premises, or any part thereof, without being liable for prosecution or any claim of damage therefor; or
- (b) Without terminating the Lease, terminate Lessee's right to possession of the Leased Premises, retake possession of the Leased Premises, and re-let the Leased Premises, or any part thereof, for the account of Lessee, in the name of Lessee or Government or otherwise, without notice to Lessee, for such a term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions as Government, in its absolute discretion, may determine and Government may collect and receive any rents payable by reason of such re-letting; and Lessee shall pay Government on demand all reasonable expenses incurred to re-let the Leased Premises which shall include the cost of renovating, repairing and altering the Leased Premises for a new Lessee or Lessees, advertisements and brokerage fees, and Lessee shall pay Government on demand any deficiency in Rent that may arise by reason of such re-letting. Government shall not be responsible or liable for any failure to re-let the Leased Premises or any part thereof or for any failure to collect any rent due upon such re-letting. Lessee shall, at its sole cost and expense, cooperate with Government in seeking new lessees for the Leased Premises.

Irrespective of the exercise of any of the above-itemized options, the Government shall have the right to recover all unpaid Rent and other payments earned by Government prior to the date of termination of the Lease or date of repossession of the Leased Premises, and all of the Government's damages, costs and expenses incurred, including reasonable attorneys' fees (including paralegal fees and expert fees), arising or resulting from the Event of Default, including costs and expenses in connection with repossession of the Leased Premises, the recovery of sums due under this Lease, and re-letting the Leased Premises, which costs and expenses shall be immediately due the Government from Lessee. The Government shall have the right at any time following an Event of Default and expiration of the applicable cure period as provided in this Lease to elect to terminate the Lease. No action taken by the Government pursuant to this Section 11.02 shall be deemed to terminate this Lease unless written notice of termination, (a "**Notice of Termination**") is given by the Government to Lessee.

The rights and remedies herein conferred upon or reserved to Government shall not be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in

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addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute. In addition to other remedies provided in this Lease, Government shall be entitled, to the extent permitted by applicable law, to injunctive relief in case of the violation, or attempted or threatened violation, of any of the covenants, agreements, conditions or provisions of this Lease, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Lease, or to any other remedy allowed to Government at law or in equity.

Further, any provision in this Article XI to the contrary notwithstanding, Government shall make reasonable efforts to mitigate any damages resulting from any Event of Default by Lessee.

Section 11.03 **No Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition or justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof. The acceptance of Rent or other payments from Lessee by the Government at any time when Lessee is in default under this Lease shall not be construed as a waiver of such default or of Government's right to exercise any remedy arising out of such default, nor shall any waiver of indulgence granted by the Government to Lessee be taken as an estoppel against the Government, it being expressly understood that the Government may at any time thereafter, if such default continues, exercise any such remedy in the manner herein provided or as otherwise provided by law or in equity.

Section 11.04 **Surrender of Leased Premises.** The terms and conditions of this Section, inclusive of all subsections, shall survive expiration or earlier termination of this Lease.

- (a) **Demolition and Removal.** The Government shall have the right, but not the obligation to retain all or any part of the Lessee Improvements. The Government may exercise the aforementioned right by providing written notice of the same to Lessee one (1) year prior to the Lease Expiration Date or in the Government's Notice of Termination. In the event the Government does not exercise its right to retain the Lessee Improvements, then within one hundred eighty (180) days after the Lease Expiration Date or termination date of this Lease (the "**Removal Period**"), Lessee shall be entitled to remove, and shall demolish or remove, the Sports Field Complex and all other property and improvements placed, constructed or installed on the Leased Premises by Lessee and all Off-Site Improvements placed, constructed or installed on the Installation by Lessee and shall vacate and surrender the Leased Premises restore the Leased Premises and the Easement Area(s) to a condition substantially similar to the condition they existed in on the Lease Commencement Date, reasonable wear and tear excepted. If the Lessee shall fail comply with the requirements of this Paragraph, then, at the option of the Government, the Improvements shall either become the property of the United States without compensation or cost to the Government, or the Government may cause it to be removed and the Leased Premises and Easement Area(s) to be so restored at the expense of the Lessee, and no claim for damages against the United States or its officers, employees, or agents shall be created by or made on account of such removal and restoration work. Lessee's surrender of the Improvements shall not be deemed to be a payment of rent in lieu of any Rent due under this Lease.

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(b) **Demolition Reserve Account.** To secure performance of the Lessee's requirement to demolish and remove all Improvements and restore the Leased Premises and the Easement Area(s), Lessee shall, no later than one (1) year prior to the Lease Expiration Date or no later than thirty (30) days after receipt of a Notice of Termination from the Government or any delivery of notice of termination by Lessee to the Government pursuant to this Lease, establish an escrow account into which Lessee shall deposit all funds necessary and required to comply with the requirements of this Section (the "**Demolition Reserve Account**"). The Demolition Reserve Account shall be established at a national banking institution or commercial escrow holder approved by the Government. The amount of funds deposited into the Demolition Reserve Account shall be established by a written estimate issued by a qualified construction and demolition expert approved by the Government, to be reviewed and approved by the Government, for all costs of demolishing and removing all Improvements on the Leased Premises and the Easement Area(s) and restoring the Leased Premises and Easement Area(s) to a condition substantially similar to the condition they were in on the Lease Commencement Date, reasonable wear and tear excepted (the "**Demolition Cost Estimate**"). The Demolition Reserve Account shall be established by written escrow agreement mutually agreed and entered into by the Lessee and the Government (the "**Demolition Reserve Account Escrow Agreement**"). The Demolition Reserve Account Escrow Agreement shall provide that funds in the Demolition Reserve Account shall be used solely to fulfill Lessee's obligations under this Section and provide that all disbursements from the Demolition Reserve Account shall be made upon Lessee's written direction to the escrow holder with the consent of the Government, provided that upon the occurrence of an Event of Default and the expiration of any applicable cure period provided for in this Lease, all disbursements from the Demolition Reserve Account shall be made solely upon the Government's written direction to the escrow agent without the consent of Lessee, any Approved Mortgagee (as hereinafter defined) or any other person. The Demolition Reserve Account Escrow Agreement shall provide that Lessee grants to the Government a continuing first lien security interest in and to all of Lessee's right, title, and interest in the Demolition Reserve Account, as well as all funds held, or designated for deposit in the Demolition Reserve Account, whether then owned, existing, or thereafter acquired, and regardless of where located, as security solely for the performance of Lessee's obligations under paragraph (a) of this Section 11.04 and not as security for any other obligation of Lessee to Government. Lessee shall not grant or allow any other security interests in, liens to, or encumbrances on the Demolition Reserve Account or the funds in it. However, Lessee may grant to any Approved Mortgagee a continuing security interest in Lessee's right to receive a disbursement of any funds remaining in the Demolition Reserve Account, second in priority to the continuing first lien security interest granted to the Government. Lessee shall deliver to the Government for filing one or more financing statements, as necessary, in connection with the Demolition Reserve Account in the form reasonably required by the Government to properly perfect its security interest in the Demolition Reserve Account, and shall keep the lien secured by such statements perfected at all times during the existence of the Demolition Reserve Account in accordance with the laws of the State in which the Leased Premises is located. Lessee shall deliver to the

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Government, within ten (10) days after filing, the original and any amendments to, and continuations of, any financing statement. Except as otherwise expressly provided in the Demolition Reserve Account Escrow Agreement, Lessee shall be solely liable to the escrow agent for the fees and expenses related to the Demolition Reserve Account.

ARTICLE XII. MISCELLANEOUS

Section 12.01 **Recitals**. The recitals made in this Lease are true and correct and are hereby incorporated by this reference.

Section 12.02 **Effective Date**. The “Effective Date” of this Lease shall be the last date upon which a Party executes this Lease as shown on the signature pages hereto.

Section 12.03 **Applicable Laws**. At all times during the Term of this Lease, with respect to all actions taken hereunder and in exercising the rights and privileges granted hereby, Lessee shall comply with and require all of its officers, employees, agents, suppliers, contractors, licensees and invitees to comply with all applicable federal, state, and local laws, rules, regulations, requirements, ordinances, policies, directives and instructions including the Environmental Laws (collectively, the “Applicable Laws”), as may be in effect or modified from time to time during the Term of this Lease.

Section 12.04 **Assignment and Subletting**. Except as expressly provided herein, Lessee shall not at any time transfer, assign, or sublet this Lease, in whole or in part, or any of its rights or obligations hereunder, without the prior written consent of the Government, which consent shall not be unreasonably withheld, delayed or conditioned. However, Lessee hereby acknowledges and agrees that it shall not be unreasonable for the Government to withhold or condition any such required consent for any proposed assignment or sublease hereof based on (i) the financial responsibility and creditworthiness of the proposed assignee or sublessee ; (ii) the identity or business character of the proposed assignee or sublessee; or (iii) the execution of an assignment and assumption agreement or sublease agreement by Lessee and such proposed assignee or proposed sublessee (as may be applicable), pursuant to which, among other things, the proposed assignee or sublessee expressly assumes the obligations of Lessee hereunder, and the Lessee acknowledges its continuing obligations hereunder. Lessee shall provide Government all information requested to determine whether or not to give said consent to assignment or sublease. No assignment or sublease shall release Lessee from any of its obligations under this Lease unless the Government agrees to such release in writing in its sole discretion. For purposes this Section, an assignment shall include any transfer of this Lease by merger, consolidation or liquidation, or by operation of law, or if Lessee is a corporation (except in the event Lessee is a corporation whose stock is publicly traded) any change in ownership of or power to vote a majority of the outstanding voting stock of Lessee from the owners of such stock or those controlling the power to vote such stock on the Effective Date of this Lease, or if Lessee is a limited or a general partnership, any transfer of an interest in the partnership which results in a change in control of such partnership. The Government will execute a non-disturbance agreement for the benefit of an approved assignee

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and such assignee's lender or an approved sublessee and such sublessee's lender provided that the Government shall not assume any obligations of the Lessee to the sublessee or lender pursuant to the sublease or otherwise, except for the covenant of quiet enjoyment of the subleased premises. Any assignment or sublease which is not in strict compliance with the terms and conditions of this Section shall be void ab initio, and shall be of no force and effect whatsoever.

Section 12.05 **Leasehold Encumbrances/Financing of Improvements**. Lessee may encumber only its leasehold estate and its interest in the Lessee Improvements by the execution and delivery of a mortgage, deed of trust or collateral assignment of lease ("**Mortgage**") to and in favor of a mortgagee approved in writing by the Government ("**Approved Mortgagee**"), which approval may be withheld if the Government determines, in its sole and absolute discretion, that such mortgagee could pose a threat or breach of security to the Government. Government will not subordinate its interest in the Leased Premises or this Lease to any Mortgage. Approved Mortgagee shall deliver to the Government a written notice specifying (i) the amount of the obligation secured by the Mortgage and the date(s) of maturity thereof; and (ii) the name and address of Approved Mortgagee. After receipt of such notice, Government shall serve such Approved Mortgagee, a copy of every Notice of Default, Notice of Termination, or demand served by the Government upon Lessee pursuant to this Lease, so long as such Mortgage is in effect. A Mortgage may not be assigned unless approved by the Government in writing, which approval may be withheld if the Government determines, in its sole and absolute discretion, that such assignee could pose a threat or breach of security to the Government. Upon receipt of a Notice of Default, Approved Mortgagee shall have the right to cure failure or default on behalf of Lessee performance of any action or payment of any money as may be necessary to cure Lessee's failure or default. In the event of foreclosure by Approved Mortgagee, the purchaser at a foreclosure sale or the person or entity acquiring Lessee's interest in lieu of foreclosure may succeed to and be bound by all Lessee's rights, interests, duties, and obligations under this Lease only in accordance with and subject to compliance with the requirements of Section 12.04 above. Notwithstanding the foregoing, no person other than the Approved Mortgagee shall have the right to succeed to and be bound by all Lessee's rights, interests, duties, and obligations under this Lease.

Section 12.06 **Bankruptcy**. If any voluntary or involuntary petition is filed under the United States Bankruptcy Code by or against Lessee (other than an involuntary petition filed by or joined in by the Government), Lessee shall not assert, or request any other party to assert, that the automatic stay under the Bankruptcy Code operates to stay or otherwise affect the Government's ability to enforce any rights it has under any agreement between the Parties, or any other rights that the Government has, whether now or hereafter acquired, against any party responsible for the debts or obligations of Lessee under such agreements. Lessee shall not seek a supplemental stay or any other relief, whether injunctive or otherwise, pursuant to the Bankruptcy Code, to stay or otherwise affect the Government's ability to enforce any of its rights under such agreements against any party responsible for the debts or obligations of the Lessee. The covenants in this Section are material in inducing the Government to enter into this Lease and Lessee agrees that no grounds exist for equitable relief that will bar or impede the exercise by the Government of its rights and remedies under such agreements against Lessee or any party responsible for the debts or obligations of Lessee. If any part of Lessee's interest in the Leased Premises or the Lessee

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Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, the Government shall immediately become entitled, in addition to all other relief to which the Government may be entitled under law or any agreement between the Parties, to obtain (i) an order from the Bankruptcy Court or other appropriate court granting immediate relief from the automatic stay pursuant to the Bankruptcy Code to permit the Government to pursue its rights and remedies at law and in equity under applicable state law, and (ii) an order from the Bankruptcy Court prohibiting Lessee's use of all "cash collateral," as defined under the Bankruptcy Code. In connection with such Bankruptcy Court orders, Lessee shall not assert in any pleading or petition filed in any court proceeding that the Government lacks sufficient grounds for relief from the automatic stay. Lessee agrees that any bankruptcy petition or other action taken by Lessee to stay, condition, or prevent the Government from exercising its rights or remedies under this Lease or any other agreement between the Parties shall be deemed bad faith. If any voluntary or involuntary petition is filed under the Bankruptcy Code by or against Lessee (other than an involuntary petition filed by or joined in by the Government), Lessee shall notify the Government of such filing within ten (10) business days after receiving notice. If any part of Lessee's interest in the Leased Premises or Lessee Improvements becomes the property of any bankruptcy estate or subject to any state or federal insolvency proceeding, Lessee shall notify the Government of such proceeding within ten (10) business days after receiving notice of the proceeding.

Section 12.07 **Amendment**. This Lease shall not be amended, modified, altered, or changed in any way, nor may any provision contained herein be waived, except by further written agreement made in writing duly executed by the Parties hereto.

Section 12.08 **Disputes**. If a dispute regarding this Lease should arise, the Parties agree to use their best efforts to resolve the dispute through negotiations and any alternative dispute resolution (ADR) methods they deem to be appropriate and are mutually agreeable in accordance with 5 U.S.C. § 572. The Government's obligation to make any payment arising out of an agreement resolving a dispute under this Lease is contingent upon the availability of funds for such payment. This Lease is subject to Contract Disputes Act of 1978, as amended, 41 U.S.C. §§7101-7109. So, if the Parties are unable to resolve the dispute following unassisted negotiations and/or the ADR proceeding, the complaining party shall submit a written notice of claim to the Government, which must comply with all requirements of 41 U.S.C. §7103. The Deputy Assistant Secretary of the Air Force for Installations (SAF/IEI) shall serve as the "contracting officer" for said claim and shall issue a written, final decision.

Section 12.09 **Headings**. Headings contained in this Lease are for convenience and reference only and in no way define, describe, extend, or limit the scope or content of this Lease nor the intent of any provision hereof.

Section 12.10 **Severability**. In the event any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of such term or provision to persons or circumstances

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other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and shall be enforced to the fullest extent permitted by law.

Section 12.11 **Press Releases**. The Parties share a common desire to present favorable public information regarding the Lease and their association with it. To that end, the Parties shall cooperate with each other in connection with the issuance of such press releases and shall not issue any press release regarding the Lease without the prior consent of the other, which consent shall not be unreasonably withheld or delayed.

Section 12.12 **Binding Effect and Beneficiaries**. The provisions of this Lease shall inure to the benefit and be binding upon the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, this Lease shall not be assignable except as expressly provided herein. This Lease is entered into for the sole benefit and protection of the Parties hereto and no other person or entity shall have any right of action under this Lease.

Section 12.13 **Exhibits**. All exhibits referred to in this Lease and attached hereto are incorporated herein in full by this reference as if each exhibit were set forth in the body of this Lease and duly executed by the Parties hereto. However, when an exhibit is comprised of a separate agreement only the signatories to such agreement shall be deemed to be parties to that agreement and the provisions of this Section shall not be construed so as to extend any rights to non-signatories of such agreement.

Section 12.14 **No Partnership or Joint Venture**. Nothing set forth in this Lease shall be deemed or construed as creating a legal partnership nor a legal joint venture between the Parties, nor shall it cause any Party to be responsible in any way for the debts and obligations of the other.

Section 12.15 **No Waiver of Federal Supremacy**. Nothing in this Lease shall be construed to constitute a waiver of federal supremacy or federal sovereign immunity by the Government.

Section 12.16 **Anti-Deficiency Act**. Notwithstanding anything in this Lease to the contrary, the cost and expense of performance by the Government of its obligations hereunder, if any, shall be subject to and dependent upon appropriations being duly made from time to time by Congress for such purposes. Under no circumstances shall failure of the Government to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease. Without limiting the foregoing, nothing in this Lease shall be interpreted to require obligations or payments by the Government in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, to the extent the Anti-Deficiency Act applies to such obligations or payments. The Department of the Air Force shall use its best efforts to seek additional appropriations in the event of any deficiency, but nothing contained in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies. Under no circumstances shall failure of the Government to appropriate sufficient funds to meet obligations hereunder constitute a default or require payment or penalty of any kind under this Lease.

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Section 12.17 **Anti-Discrimination**. Lessee shall comply with Federal laws, rules and regulations prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status.

Section 12.18 **Notices**. Any notices or communications to be given hereunder shall be given in writing and delivered by hand delivery, certified United States mail – return receipt requested, or Federal Express or other similar and nationally recognized overnight express delivery service, in either case with signature required and delivered to the addresses and addressees below, or at such other address or addresses as the Parties may from time to time designate by notice given hereunder. Delivery shall be effective on the date of receipt (or refusal of delivery, if applicable) confirmed by the records of the mailing or delivery service.

If to Government: Air Force Civil Engineer Center – Installation Center of Excellence, Installations Directorate (AFCEC/CI)
Attention: Enhanced Use Lease Portfolio Manager
2261 Hughes Avenue, Suite 155
Lackland AFB, TX 78236
(or for overnight express delivery)
3515 S. General McMullen
San Antonio, TX 78226-2018

With Copies to: Secretary of the Air Force
Office of the Deputy General Counsel – Installations, Energy & Environment
Attention: Enhanced Use Lease Counsel
2261 Hughes Avenue, Suite 155
Lackland AFB, TX 78236
(or for overnight express delivery)
3515 S. General McMullen
San Antonio, TX 78226-2018

and

Seymour-Johnson AFB
Attention: 4th Civil Engineer Squadron
1095 Peterson Avenue
Seymour-Johnson AFB, NC 27531

If to Lessee: The City of Goldsboro
Attention: Assistant City Manager
Address: Post Office Drawer A,
Goldsboro, NC 27530

With Copies to: City of Goldsboro
Attention: City Clerk
Post Office Drawer A,

9-23-15 AF DRAFT

Goldsboro, NC 27530

Section 12.19 **Legislative Jurisdiction**. The United States presently exercises proprietary legislative jurisdiction over the Leased Premises. The Government reserves the right to change the jurisdiction and Lessee shall have no claim against the Government for the exercise of this reserved right to change jurisdiction. So long as the Leased Premises is subject to proprietary jurisdiction, the City shall provide emergency services to the Leased Premises at its sole cost and expense.

Section 12.20 **Time is of the Essence**. Time is of the essence with respect to this Lease.

Section 12.21 **Recordation**. This Lease shall not be recorded; however, at Lessee's request a mutually agreed upon memorandum of this Lease ("**Memorandum of Lease**"), suitable for recordation in the State where the Leased Premises is located, may be executed and acknowledged by the Parties. The Memorandum may be recorded in the applicable Public Records of the County and State in which the Leased Premises is located by the Lessee at its sole cost and expense.

Section 12.22 **Government's Right of Entry**. Subject to the terms and upon the conditions set forth in this Section, any agency of the Government, its officers, agents, employees, and contractors, may enter upon the Leased Premises, at all times for any purposes not inconsistent with Lessee's quiet use and enjoyment of them under this Lease, including, but not limited to, the purpose of inspection and ensuring that the terms and conditions of this Lease are being met. The Government shall have the right to enter the Leased Premises at any time during business hours (9:00 am to 5:00 pm, Monday through Friday) upon at least twenty four (24) hours advance written notice to Lessee. Notwithstanding the foregoing, however, in the event of an emergency or an issue of the Installation or national security (as determined by the Government in its sole and absolute discretion), the Government may enter the Leased Premises at any time. Further, Government acknowledges and agrees that any entry upon the Leased Premises by Government, its employees, agents, contractors or representatives shall be at their sole risk, and in no event shall Lessee be liable to Government or any such person for any personal injury, loss of life or property damage resulting from or occasioned by their entry onto the Leased Premises, except and to the extent arising from or caused by the negligent or willful acts of Lessee.

Section 12.23 **Installation Security**. The Government reserves the right to exercise its authority to promulgate and enforce security regulations and prohibit, restrict, or regulate access to the Leased Premises for or relating to the security or mission of the Installation, the health, welfare, safety or security of persons on the Installation or the maintenance of good order and discipline on the Installation, as established in law, regulation, or military custom.

Section 12.24 **No Individual Liability of Government Officials**. No covenant or commitment contained in this Lease shall be deemed to be the covenant or commitment of any individual officer, agent, employee, or representative of Government, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the

9-23-15 AF DRAFT

execution of this Lease, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

Section 12.25 **Counterparts**. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. Facsimile copies of this Lease, bearing the parties' respective signatures, shall be enforceable as originals.

Section 12.26 **Interpretation**. This Lease was jointly negotiated and jointly drafted by the Parties, and that it shall not be interpreted or construed in favor or against either Party on the grounds that said Party drafted the Lease. The language of this Lease shall be construed as a whole according to its fair and logical meaning and not strictly for or against any of the Parties.

Section 12.27 **Entire Agreement**. This Lease constitutes the entire agreement of the Parties and no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein shall be of any force or effect. Any change, amendment, or modification to this Lease shall not be binding upon the Parties unless it is in writing and execute by the Parties hereto.

REMAINDER OF PAGE INTENTIONALLY BLANK

[SIGNATURE PAGES FOLLOW]

9-23-15 AF DRAFT

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have caused this Lease to be executed in their names as of the day and year indicated below.

“GOVERNMENT”

THE UNITED STATES OF AMERICA, acting by
and through the Secretary of the Air Force

By: _____

___ day of _____, 2015

9-23-15 AF DRAFT

“LESSEE”

THE CITY OF GOLDSBORO, NORTH
CAROLINA, a _____

By: _____
Alfonzo King
Mayor

____ day of _____, 2015

ATTEST:

Melissa Corser, City Clerk

North Carolina

Wayne County

This the ____ day of _____, _____, personally came before me,
_____, a Notary Public in and for said State and County, MELISSA CORSER, who by me
duly sworn, says that she knows the common seal of the CITY OF GOLDSBORO and is acquainted with
ALFONZO KING, who is the Mayor of said municipal corporation; that said MELISSA CORSER, is its Clerk;
and that she saw the Mayor sign the foregoing instrument and that she, the said Clerk, saw the said common seal of
said corporation affixed thereto, and that she, the said Clerk, signed her name in attestation of said instrument in the
presence of said Mayor of said municipal corporation.

Witness my hand and seal this the ____ day of _____, _____.

_____, Notary Public

My Commission Expires: _____

9-23-15 AF DRAFT

This AGREEMENT has been preaudited in accordance with the provision and requirements of the Local Government Budgeting and Fiscal Control Act.

BY: _____

Kaye Scott, Finance Director, City of Goldsboro

EXHIBIT A

“Land” or “Leased Premises”

**[ALTA meets and bounds survey and legal description to be provided by
Lessee]**

EXHIBIT B

“Existing Encumbrances”

[to be provided by the AF]

9-18-15 AF DRAFT

EXHIBIT C

“Sports Field Complex”

[to be provided by Lessee]

9-18-15 AF DRAFT

COMPOSITE EXHIBIT D

“Additional Plans”

[Composite Exhibits D-1 through D-4 to be provided by Lessee]

Exhibit D-3- Historic Preservation Plan.

The lessee during construction of the MS Complex will monitor the construction activities for any evidence of historical findings. If any archeological sites, remains, artifacts or other historically significant materials are found, the lessee will coordinate with the government to allow any specialist or other personnel to be brought in to review the site and evaluate any findings. Preliminary assessments for this site state that no known historical remains are anticipated to exist.

Exhibit D-4 Emergency Services Plan.

The lessee, being a municipal corporation that provides Police and Fire Service to our City will provide all Police and Fire Protection Services for this proposed facility. The City of Goldsboro has a Police force with adequate manpower and equipment to provide police protection, traffic control and security to this site as required. The Goldsboro Fire Department has adequate equipment, manpower and training to provide adequate fire protection service to this proposed facility.

EXHIBIT E

“Construction Milestone Schedule”

[to be provided by Lessee]

Exhibit E-Milestone Schedule

<u>Sign Lease</u>	<u>October 26, 2015</u>
<u>Start Design Work</u>	<u>November 2015</u>
<u>Preliminary Plans</u>	<u>January 4, 2016</u>
<u>90% Plans Completed</u>	<u>March 1, 2016</u>
<u>100% Plans Completed</u>	<u>April 1, 2016</u>
<u>Advertised for Bidding</u>	<u>April 11, 2016</u>
<u>Bids Opened</u>	<u>May 16, 2016</u>
<u>Bids Award</u>	<u>June 6, 2016</u>
<u>Construction Commencement Date</u>	<u>July 1, 2016</u>

9-18-15 AF DRAFT

<u>Clearing Wooded Area</u>	<u>July 1 – 31, 2016</u>
<u>Grading/Erosion Control</u>	<u>July 1 - August 31, 2016</u>
<u>Storm Sewer</u>	<u>July 15 - August 31, 2016</u>
<u>Parking</u>	<u>January 15 - Feb 30, 2016</u>
<u>Utilities</u>	<u>July 1 – August 31, 2016</u>
<u>Multi-Sport Field (2) Artificial</u>	<u>Nov 1 - December 31, 2016</u>
<u>Multi-Sport Field (6) Natural</u>	<u>Sept. 1 – Dec. 3, 2016</u>
<u>Amenities</u>	<u>Nov 1 – April 1, 2017</u>
<u>Substantial Completion</u>	<u>May 1, 2017</u>
<u>Punchlist</u>	<u>June 1, 2017</u>
<u>Final Completion</u>	<u>July 1, 2017</u>

SJAFB Fencing (Perimeter) Coordinate with SJAFB

SJAFB Sports Center Addition Within 2 years

- Solicit Firms for Design-Build Construction March 1, 2016
- Select Firm for Construction June 1, 2016
- Enter into Contract with Construction firm July 1, 2016
- Start Design of Project July 15, 2016
- Submit Preliminary Plans for Comment September 1, 2016
- Complete Design of Project November 1, 2016
- Approval of Plans by Government November 15, 2016
- Start of Construction December 1, 2016
- Substantial Completion May 15, 2017
- Punchlist June 15, 2017

Final Completion June 30, 2017 *Disclaimer – Preliminary Milestone Schedule subject to change as construction management plans are completed.*

9-18-15 AF DRAFT

EXHIBIT F

“Government’s Environmental Documents”

[to be provided by AF]

EXHIBIT G

“Required Insurances”

Insurance	Coverages	Other Requirements
Worker’s Compensation	Statutory limits (if state has no statutory limit, then a minimum limit of \$1,000,000)	1. Waiver of subrogation in favor of Government.

9-18-15 AF DRAFT

Insurance	Coverages	Other Requirements
		2. No "alternative" forms of coverage permitted without Government approval.
Employers' Liability	\$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease.	Waiver of subrogation in favor of Government.
General Liability	\$3,000,000 per occurrence \$3,000,000 general aggregate \$3,000,000 products/completed operations aggregate limit \$3,000,000 personal and advertising injury \$100,000 damaged to rented premises \$10,000 medical expense limit	1. Coverage shall be written on a "per occurrence" insurance form. 2. Coverage as per ISO Form CG 00 01 12 07 or its equivalent. 3. Coverage shall include contractual liability, independent contractors' liability, products and completed operations liability, and personal injury liability. 4. Coverage shall be primary and non-contributory. 5. Government shall be named as "Additional Insured" using Additional Insured endorsement forms CG 20 10 10 01 and CG 20 37 10 01A or their equivalent. 6. Separation of Insured language shall not be modified. 7. Waiver of subrogation in favor of Government. 8. General Aggregate and Products/Completed Operations Aggregate limits apply on a "per location" basis.

9-18-15 AF DRAFT

Insurance	Coverages	Other Requirements
		9. No exclusion of liability assumed under contract.
Business Automobile Liability	\$1,000,000 combined single limit per accident	1. Government shall be named as "Additional Insured." 2. Waiver of subrogation in favor of Government. 3. Coverage includes bodily injury (including death) and property damage arising out of ownership, maintenance, or use of Lessee's owned, hired and non-owned private passenger or commercial vehicles, including other equipment required to be licensed for road use.
Excess/Umbrella Liability Insurance	\$ _____	1. Coverage shall be written on an "occurrence" insurance form. 2. Government shall be named as "Additional Insured." 3. Waiver of subrogation in favor of Government. 4. Coverage shall apply to excess claims to Employers' Liability, General Liability, Automobile Liability, and, if required under Section 18.2, Errors & Omissions Liability and Environmental Impairment/ Pollution Legal Liability insurance coverages.

9-18-15 AF DRAFT

Insurance	Coverages	Other Requirements
Property	Replacement Cost Value	1. Coverage shall be for Special ("All-Risks") perils or causes of loss. 2. Coverage shall be for Lessee's business personal property, improvements and betterments, equipment and tools. 3. No coinsurance. 4. Government shall be named as Additional Insured and Loss Payee. 5. Waiver of Subrogation in favor of Government. 6. Ordinance and Law coverage.
Property - Business Income and Extra Expense	Extra Expense (including all ongoing expenses) of not less than six (6) months. Business Income (including Rental Value) coverage for not less than one year of the gross sublease rental income.	1. Actual Loss Sustained valuation coverage. 2. Extended Period of Indemnity of at least one hundred eighty (180) days. 3. Government shall be named as Additional Insured and Loss Payee. 4. Waiver of subrogation in favor of Government. 5. Coverage of losses arising from interruption of utilities outside any Leased Premises.



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION

NORTH CAROLINA "BREAKING THE SILENCE" ON DOMESTIC VIOLENCE DAY

WHEREAS, in recognition of National Domestic Violence Awareness Month, and

WHEREAS, Mothers On A Mission Domestic Violence Organization is committed to "Breaking the Silence" On Domestic Violence in the state of North Carolina, and

WHEREAS, between January 2009 and December 2014 there were 411 Domestic Violence Homicides in the state of North Carolina, and

WHEREAS, Ninety-five (95) of those homicide victims were under the age of 25 years old, and out of the 95 homicide victims under the age of 25 years old, 29 were under the age of 16 years old, and

WHEREAS, out of the 411 homicide victims, 34 were over the age of 60 years old, and one hundred of those homicides resulted in Murder/Suicides, and

WHEREAS, eighty-two of the 100 counties in North Carolina were affected by domestic violence homicides, and fifty-four of the perpetrators were females and 280 were males, and

WHEREAS, one hundred and twenty-four of the victims were murdered by their spouse, and five of the victims were On-Duty Law Enforcement Officers, and

WHEREAS, one hundred and twenty-eight of the victims were murdered by their boyfriend/girlfriend, and twenty-three of the victims were murdered by "EX" of their current girlfriend/boyfriend, and

WHEREAS, one hundred and nine of the perpetrators were males under the age of 35 years old and fifteen were females under the age of 35 years old, and

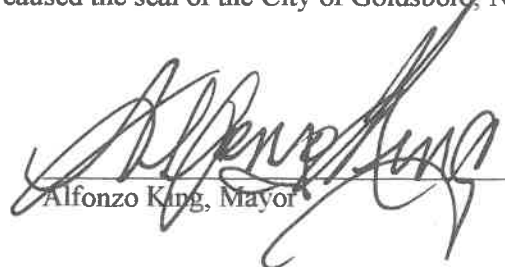
WHEREAS, North Carolina endured an average of 68.66 Domestic Violence Homicides each year for the past six years, and

WHEREAS, Mothers On A Mission Domestic Violence Organization will dedicate Saturday October 31, 2015 to "BREAKING The SILENCE" On Domestic Violence in our state by setting up educational workshops and booths to distribute informative information to the public, radio and television interviews;

NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, do hereby proclaim Saturday, October 31, 2015, as NORTH CAROLINA "BREAKING THE SILENCE" ON DOMESTIC VIOLENCE DAY in Goldsboro, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Goldsboro, North Carolina, to be affixed this 5th day of October, 2015.




Alfonzo King, Mayor



City of Goldsboro

J.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION SAFETY FIRST ON HALLOWEEN

WHEREAS, it is the desire and responsibility of the City Council to promote the safety and welfare of the citizens of the City of Goldsboro; and

WHEREAS, the City Council is concerned that our young citizens participate in the traditional Halloween Trick or Treat activities in a safe and orderly manner; and

WHEREAS, the City Council feels that the best method for promoting a safe and orderly Halloween is through a Proclamation from the Mayor setting forth guidelines for these activities.

NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim:

SAFETY FIRST ON HALLOWEEN

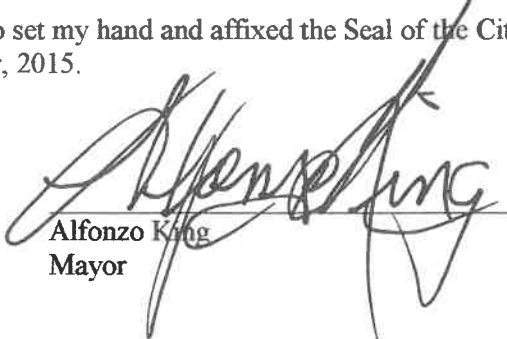
and encourage all citizens of Goldsboro promote and observe the following safety guidelines:

- ◆ Parents are asked to supervise the Halloween Trick or Treat activities of their children and to insure that Trick or Treat activities are limited to children under the age of 16 years.
- ◆ Trick or Treat hours will be observed from 6:00 p.m. until 8:00 p.m. on Saturday, October 31, 2015.
- ◆ Trick or Treat activities should be confined to the youngster's own neighborhood.
- ◆ Residents who wish to participate in Trick or Treat are asked to leave a porch light, or other outdoor light, on during these hours.
- ◆ Parents are asked to explain to children that homes with no outdoor light are not participating in Trick or Treat and that these homes should be passed up during these activities.

These guidelines are set forth in the hope that all citizens of Goldsboro will enjoy a happy, safe, and orderly Halloween.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 5th day of October, 2015.




Alfonzo King
Mayor



City of Goldsboro

J.O. Bramer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION

QSA FOUNDATIONS- HELPING HOMELESS TO HELP THEMSELVES DAY

WHEREAS, QSA Foundation, is a 501c3 nonprofit organization dedicated to helping homeless children and military families in the states of North Carolina, Michigan and Kentucky; and

WHEREAS, QSA Foundation, through its mission seeks to address programs, projects, and concerns that impact the society; educationally, socially, politically, and economically; and

WHEREAS, QSA Foundation is sponsoring Stand downs for homeless veterans in local communities across the nation and one in Wayne County on Thursday, October 1, 2015; and

WHEREAS, the local members of QSA Foundation, NC Commerce, DAV, VVA American Legion, Eastpointe, Family Endeavors and the Veteran's center, will hold their Wayne County Stand Down on October 1, 2015 at the Herman Park Center in Goldsboro, NC; and

WHEREAS, QSA Foundation, through this year's nationwide agenda, will seek to help homeless veterans come to grips with the challenges that they may deal with regarding homeless needs, housing, HIV Awareness, making healthy choices, healthy living, and veteran needs; and

WHEREAS, QSA Foundation, has called upon the participation of the City of Goldsboro authorities to share facts regarding some of the assistance that may be given to the homeless and to veterans in need; and

WHEREAS, QSA Foundation, is requesting all area churches, universities, businesses, junior/senior high schools, sororities/fraternities, social/civic organizations, and youth services agencies to support the intent of this stand down by promoting the attendance and participation of their volunteers and any known homeless.

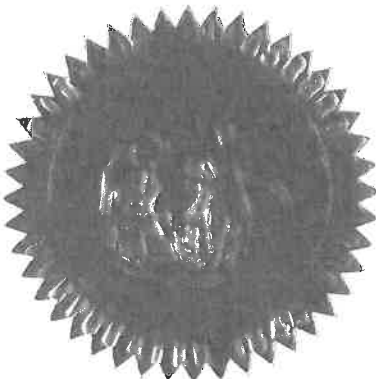
NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, North Carolina, do hereby proclaim Thursday, October 1, 2015 as

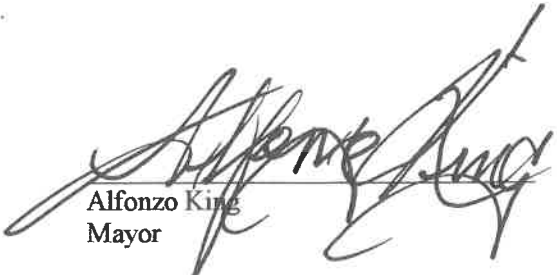
QSA FOUNDATIONS- HELPING HOMELESS TO HELP THEMSELVES DAY

in the City of Goldsboro, North Carolina, and commend this observance to our citizens.

BE IT FURTHER PROCLAIMED that our residents join with me in congratulating and recognizing the members of QSA FOUNDATION and their committee members Sheila M. Parson, PhD, Gabriela Gonzalez, Zachary Branch, Norman Moore, Victor Kosinski, Bridgette Smith, Jimmy Bryant and Debra Best for their efforts to encourage and guide our homeless veterans. As such, we wish them much success in all of their future endeavors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 23rd day of September, 2015.




Alfonzo King
Mayor

Laura Getz

From: Melissa Corser
Sent: Wednesday, September 23, 2015 1:37 PM
To: Laura Getz
Subject: NCLM Voting Delegate

Laura,

We need to include on the work session agenda for October 5th, selection of the voting delegate for the NCLM Conference.

Thank you,

Melissa Corser, CMC/NCCMC
City Clerk
City of Goldsboro
P 919-580-4330
F 919-580-4344
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 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

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION SAFETY FIRST ON HALLOWEEN

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SAFETY FIRST ON HALLOWEEN

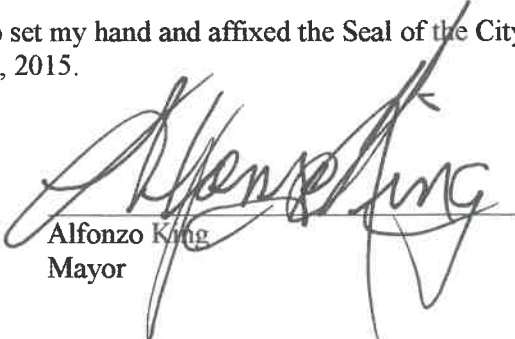
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These guidelines are set forth in the hope that all citizens of Goldsboro will enjoy a happy, safe, and orderly Halloween.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Goldsboro, North Carolina, this 5th day of October, 2015.




Alfonzo King
Mayor

Addressee	Start Time	Time	Prints	Result	Note
wral	10-01 16:11	00:00:34	002/002	OK	
news argus	10-01 16:12	00:00:35	002/002	OK	
WGBR	10-01 16:14	00:00:36	002/002	OK	
TimeWarner	10-01 16:15	00:00:34	002/002	OK	
WTV Durham	10-01 16:15	00:01:02	002/002	OK	
Chamber	10-01 16:17	00:00:31	002/002	OK	
EDC	10-01 16:18	00:00:51	002/002	OK	
Sheriff Dept	10-01 16:19	00:00:39	002/002	OK	
Wachovia	10-01 16:24	00:00:58	002/002	OK	
Channel 14	10-01 16:25	00:01:14	002/002	OK	

Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
 DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,
 FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,
 FCODE:F-Code, RTX:Re-TX, RLV:Relay, MBX:Confidential, BUL:Bulletin, SIP:SIP Fax,
 IPADR:IP Address Fax, I-FAX:Internet Fax

Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
 Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over,
 POVR:Receiving page over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,
 DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
 DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send.

AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
OCTOBER 5, 2015

(Please turn off, or mute, all cell phones and pagers upon entering the Council Chambers)

- I. **WORK SESSION—5:00 P.M.—CITY HALL ADDITION, 200 N. CENTER ST., RM 206**
 - a. Cemetery Rates Discussion (Public Works)
 - b. NC League of Municipalities (NCLM) Voting Delegate Designation (City Manager)
 - c. Health Insurance Update (Finance)
 - d. Sewer Line Work Resurfacing Discussion (Engineering)
- II. **CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
 Invocation & Pledge to the Flag
- III. **ROLL CALL**
- IV. **MINUTES**
 A. Minutes of the Work Session and Regular Meeting of July 27, 2015
- V. **PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. **PRESENTATIONS**
 - B. WAGES Day Proclamation
 - C. Come Hang With Us Corp. (James and Crystal Williams)
 - D. Wayne County Citizens for Better Schools (Charles Wright)
- VII. **PUBLIC HEARINGS**
- VIII. **CONSENT AGENDA ITEMS**
 - E. CU-8-15 C. C. Wilkins – North side of US Highway 70 East between Ash Street Extension and Millers Chapel Road (Planning)
 - F. CU-9-15 Evelyn Hernandez – West side of US 117 South between Old Waynesborough Road and Carver Boulevard (Planning)
 - G. S-11-99 Lanetree Townhomes (PUD) –Preliminary Subdivision Plat (Planning)
 - H. Contiguous Annexation Petition – Deacon Jones Property (20.77 Acres) (Planning)
 - I. Ordinance change for a Sanitation Return Service (Public Works)
 - J. Request to implement a “Return Service” fee for Sanitation (Public Works)
 - K. Federal Property Forfeiture Program State Controlled Substance Tax Remittance (Police)
 - L. Law Enforcement Mutual Aid Agreement (Police)
 - M. 2015 Bituminous Concrete Resurfacing B. R. #2015-005- Change Order No. 1 (Engineering)
 - N. Contract Award for Balsam Place Sanitary Sewer Improvement Project- FBR #2015-003 (Engineering)
 - O. New Hope Road Multi-Use Path (EB-5508) - Formal Bid Request No. 2015-004- Rejection of All Bids (Engineering)
 - P. Contract Award for Stoney Creek Stream Enhancement Project - Phase II/FBR #2015-006 (Engineering)
 - Q. Amendment to Chapter 30 Entitled “City Council” Section 30.11 “Agenda to Regular Business Transacted During Meeting” of the Code of Ordinance of the City of Goldsboro, North Carolina (City Manager)
 - R. Local Fireman’s Relief Fund Board of Trustees Appointment (City Manager)
- IX. **ITEMS REQUIRING INDIVIDUAL ACTION**
 S. Approval of Lease for Multi Sports Complex (City Manager)
- X. **CITY MANAGER’S REPORT**
- XI. **CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

PROCLAMATION

NORTH CAROLINA "BREAKING THE SILENCE" ON DOMESTIC VIOLENCE DAY

WHEREAS, in recognition of National Domestic Violence Awareness Month, and

WHEREAS, Mothers On A Mission Domestic Violence Organization is committed to "Breaking the Silence" On Domestic Violence in the state of North Carolina, and

WHEREAS, between January 2009 and December 2014 there were 411 Domestic Violence Homicides in the state of North Carolina, and

WHEREAS, Ninety-five (95) of those homicide victims were under the age of 25 years old, and out of the 95 homicide victims under the age of 25 years old, 29 were under the age of 16 years old, and

WHEREAS, out of the 411 homicide victims, 34 were over the age of 60 years old, and one hundred of those homicides resulted in Murder/Suicides, and

WHEREAS, eighty-two of the 100 counties in North Carolina were affected by domestic violence homicides, and fifty-four of the perpetrators were females and 280 were males, and

WHEREAS, one hundred and twenty-four of the victims were murdered by their spouse, and five of the victims were On-Duty Law Enforcement Officers, and

WHEREAS, one hundred and twenty-eight of the victims were murdered by their boyfriend/girlfriend, and twenty-three of the victims were murdered by "EX" of their current girlfriend/boyfriend, and

WHEREAS, one hundred and nine of the perpetrators were males under the age of 35 years old and fifteen were females under the age of 35 years old, and

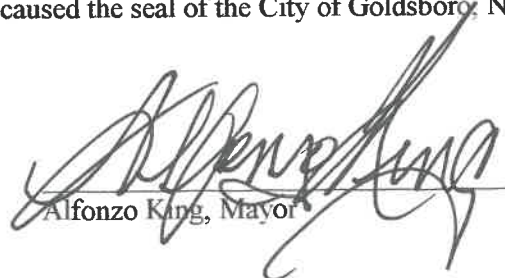
WHEREAS, North Carolina endured an average of 68.66 Domestic Violence Homicides each year for the past six years, and

WHEREAS, Mothers On A Mission Domestic Violence Organization will dedicate Saturday October 31, 2015 to "BREAKING The SILENCE" On Domestic Violence in our state by setting up educational workshops and booths to distribute informative information to the public, radio and television interviews;

NOW, THEREFORE, I, Alfonzo King, Mayor of the City of Goldsboro, do hereby proclaim Saturday, October 31, 2015, as NORTH CAROLINA "BREAKING THE SILENCE" ON DOMESTIC VIOLENCE DAY in Goldsboro, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Goldsboro, North Carolina, to be affixed this 5th day of October, 2015.




Alfonzo King, Mayor