

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

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

I. ADOPTION OF THE AGENDA

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

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

NEW BUSINESS

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

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

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

IV. ROLL CALL

V. APPROVAL OF MINUTES (*Motion/Second)

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

VI. PRESENTATIONS

- B. National Honey Bee Day Proclamation

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

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

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

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

X. CITY MANAGER'S REPORT

XI. MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS

M. National Night Out Proclamation

XII. CLOSED SESSION

XIII. ADJOURN

BRIEFING SUMMARY

Wayne County Health Department Collaborative Request to City of Goldsboro

Purpose: Three Year Continuation of Opioid Action Plan Coordinator Position

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

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

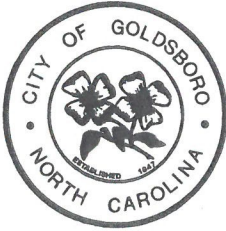
In response of the local health department being awarded the grant through the Opioid Action Plan initiative, the LHD has trained four (4) Peer Support Specialists; established two (2) Post-Overdose Response Teams (PORT); developed an Overdose Prevention Coordinator position and then recruited a well-qualified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

	All of Wayne County	Wayne UNC Only
2016	83	72
2017	78	74
2018	71	62

Opioid Related Overdose ED Visits NC Detect

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

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



City of Goldsboro

P.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

NATIONAL HONEY BEE DAY PROCLAMATION

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

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

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

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

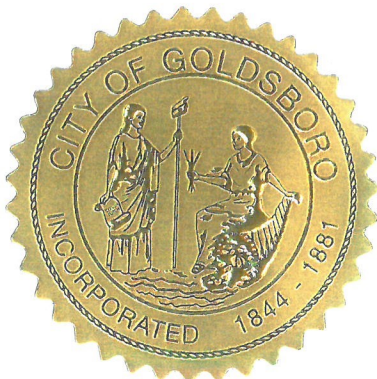
WHEREAS, The US Department of Agriculture is working in cooperation with federal agencies, universities, industry, and additional partners to find ways to improve honey bee health and habitat.

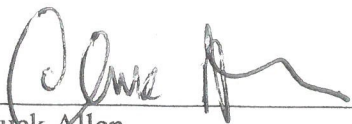
NOW, THEREFORE, To further awareness of the honey bee and its importance to agriculture, the food system, and the economy, ***I, Chuck Allen, Mayor of the City of Goldsboro, North Carolina***, do hereby proclaim August 17, 2019, as

NATIONAL HONEY BEE DAY

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

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





Chuck Allen
Mayor

ITEM C
Deferred

CITY OF GOLDSBORO
AGENDA MEMORANDUM
August 5, 2019 COUNCIL MEETING

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

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

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

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

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

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

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

Date: _____

Catherine F. Gwynn, Finance Director

Date: 30 Jul 19

Timothy M. Salmon
Timothy M. Salmon, City Manager

RESOLUTION NO. 2019-

PNC EQUIPMENT FINANCE, LLC LEASE FOR GOLF TURF EQUIPMENT

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

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

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

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

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

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

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

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

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

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

Section 4. This resolution shall take effect immediately.

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

DATE: August _____, 2019

CITY OF GOLDSBORO, NC,

Lessee

BY: _____

Name: Catherine F. Gwynn

Title: Finance Director

Attested By: _____

Name: Melissa Capps

Title: City Clerk

RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 1188013-1

Lessee: City of Goldsboro

Amount: \$280,579.81

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

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

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

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

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

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

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

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

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

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

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

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Goldsboro

Signature of Secretary/Clerk of Lessee

Print Name: _____
Official Title: _____
Date: _____

[SEAL]

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:

Mr. Joe Martikke
City of Goldsboro



Quoted From:

Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208

Account Executive: Matt Sorrell

919-207-7909

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

Cash Purchase Price- \$283,222.92

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

Total Spent- \$280,579.81 Plus Tax

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

Total Spent- \$273,527.25 Plus Tax

End of Term Buyout on Currently Leased GM 3500-D

\$9,000.00

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

Based on current interest rates which are subject to change for equipment not delivered in the next 30 days.

Contingent on credit approval by Toro Financing Partner PNC.

Applicable taxes not included in prices or payment values

All pricing and payments based on total volume shown on this quote.

NC State Contract Pricing
Prices Do Not Include Sales Tax

Payment Terms: Net 10th Prox (Upon Credit Approval)

Sub Total

Prices And Payment Terms Shown Will Be Valid For 30 Days From Date Quoted. After This Period, We Reserve The Right To Make Any Necessary Adjustments To Prices And/Or Payment Terms.

Est. Sales Tax

Total

Quote Prepared By: Matt Sorrell

Date: 3/14/2019

Quote Accepted By:

Date:

July 16, 2019

City of Goldsboro
200 NORTH CENTER STREET
GOLDSBORO, NC 27530

RE: Lease Number 1188013-1

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

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

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

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

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

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

Sincerely,

Staysi Garcia Morillo
Commercial Transaction Coordinator

Lease Agreement

Dated as of July 16, 2019

Lease Number 1188013-1

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

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

FEDERAL TAX ID
566000228

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

City of Goldsboro
("Lessee")

X

Authorized Signature

Print Name

Title:

Date
200 NORTH CENTER STREET
GOLDSBORO, NC 27530

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

Print Name

Title:

995 Dalton Ave.
Cincinnati, OH 45203

OPINION OF COUNSEL

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

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

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 1188013-1

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

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

Equipment Location:

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

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

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

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

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____,
20__.

City of Goldsboro
("Lessee")

X

Authorized Signature

Print Name

Title:

Date

200 NORTH CENTER STREET
GOLDSBORO, NC 27530

July 16, 2019

City of Goldsboro

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

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

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

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

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

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

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

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

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

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

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



Lease # 1188013-1

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

Thank you.

Lessee Information

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

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
☐ Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

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

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

I hereby attest the above information is accurate.

Signature X	Date
Email:	

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

A. CUSTOMER INFORMATION:

Customer Name(s) City of Goldsboro	Customer Number 1188013
--	-----------------------------------

B. DEPOSIT ACCOUNT INFORMATION:☐ Checking☐ Savings

Account Number :

Routing / ABA :

Name on Checking / Savings Account:

Bank Name:

Bank Address:

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

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

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

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

Signature

X

Print Name

Title

Date

Notification of Tax Treatment

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

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

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

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

Sales Tax

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

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

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

Property Tax

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

☐ Location: State _____
Taxing District _____

Additional comments:

Lease Number 1188013-1

Lessee: City of Goldsboro

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM



PO BOX 931034 CLEVELAND OH 44193

INVOICE

INVOICE NUMBER

1188013-1

INVOICE DATE

07/16/2019

CONTRACT NUMBER

1188013-1

DUE DATE

08/15/2019

City of Goldsboro
200 NORTH CENTER STREET
GOLDSBORO NC 27530

BILLING SUMMARY

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

TOTAL AMOUNT DUE: \$5,005.59

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

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

SUBJECT: Bid Award for Paving Greenway in Stoney Creek Park

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

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

The scope of the project included:

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

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

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

Date: 7-30-2019


Interim Parks and Recreation Director

Date: 30 Jul 19


City Manager

IFB2019-009

PAVING GREENWAY IN STONEY CREEK PARK

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

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

RESOLUTION NO. 2019- 61

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

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

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

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

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

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

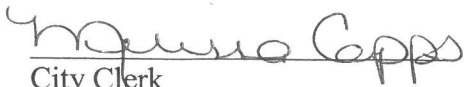
NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Goldsboro, North Carolina, that:

1. The Mayor and City Clerk is hereby authorized to enter into a contract with Barnhill Contracting Company in the amount of \$40,283.
2. This resolution shall be in full force and effect from and after this 5th day of August 2019.



Mayor

Attested by:



City Clerk

ITEM E

*Moved to
Action
Bids Rejected*

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 5, 2019 COUNCIL MEETING

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

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

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

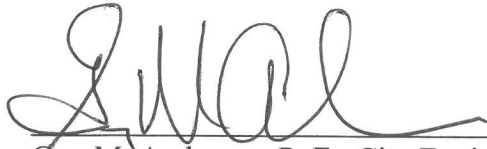
BridgePoint Civil, LLC submitted the low bid for this project for a total cost of \$609,596. The bids received for this project are tabulated as follows:

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

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

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

Date: 25 Jul 19



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

Date: 30 Jul 19



Tim Salmon, City Manager

RESOLUTION NO. 2019 –

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

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

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

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

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

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

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

Mayor

Attested by:

City Clerk

F
Deferred

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 5, 2019

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

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

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

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

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

Date

Bernadette Dove
Human Resources Director

30 Jul 19
Date


Tim Salmon
City Manager

Section 6. Anti-Harassment

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

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

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

APPENDIX C

Anti-Harassment Policy Effective Date

Policy

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

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

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

III. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Procedure

A. Procedures for Reporting Harassment

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

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

B. Investigation

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

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

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

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

C. Mediation

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

D. Sanctions

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

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

E. Notifications

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

F. Employee Responsibility

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

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

FILING OUTSIDE COMPLAINTS

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

U.S. Equal Employment Opportunity Commission

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

Phone: 1-800-669-4000

Fax: 919-856-4151

TTY: 1-800-669-6820

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

Director: Thomas M. Colclough

**Regional
Attorney:** Lynette A. Barnes

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

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

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

CORRECTIVE ACTION GUIDELINES

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

City of Goldsboro

ANTI HARRASSMENT POLICY

COMPLAINT FORM

COMPLAINANT INFORMATION

NAME:

DIVISION / UNIT:

OFFICE LOCATION:

WORK PHONE:

IMMEDIATE SUPERVISOR:

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

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

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

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

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

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

Frontage: 158 ft. (Fallin Blvd.)

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

Zoning: Residential (R-6CD)

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

Surrounding Zoning:

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

South: NB (Neighborhood Business);

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

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

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

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

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

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

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

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

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

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

Date: 07/30/19


Planning Director

Date: 30 Jul 19


City Manager

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

SITE

REZONING REQUEST - EXISTING ZONING

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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

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



REZONING REQUEST

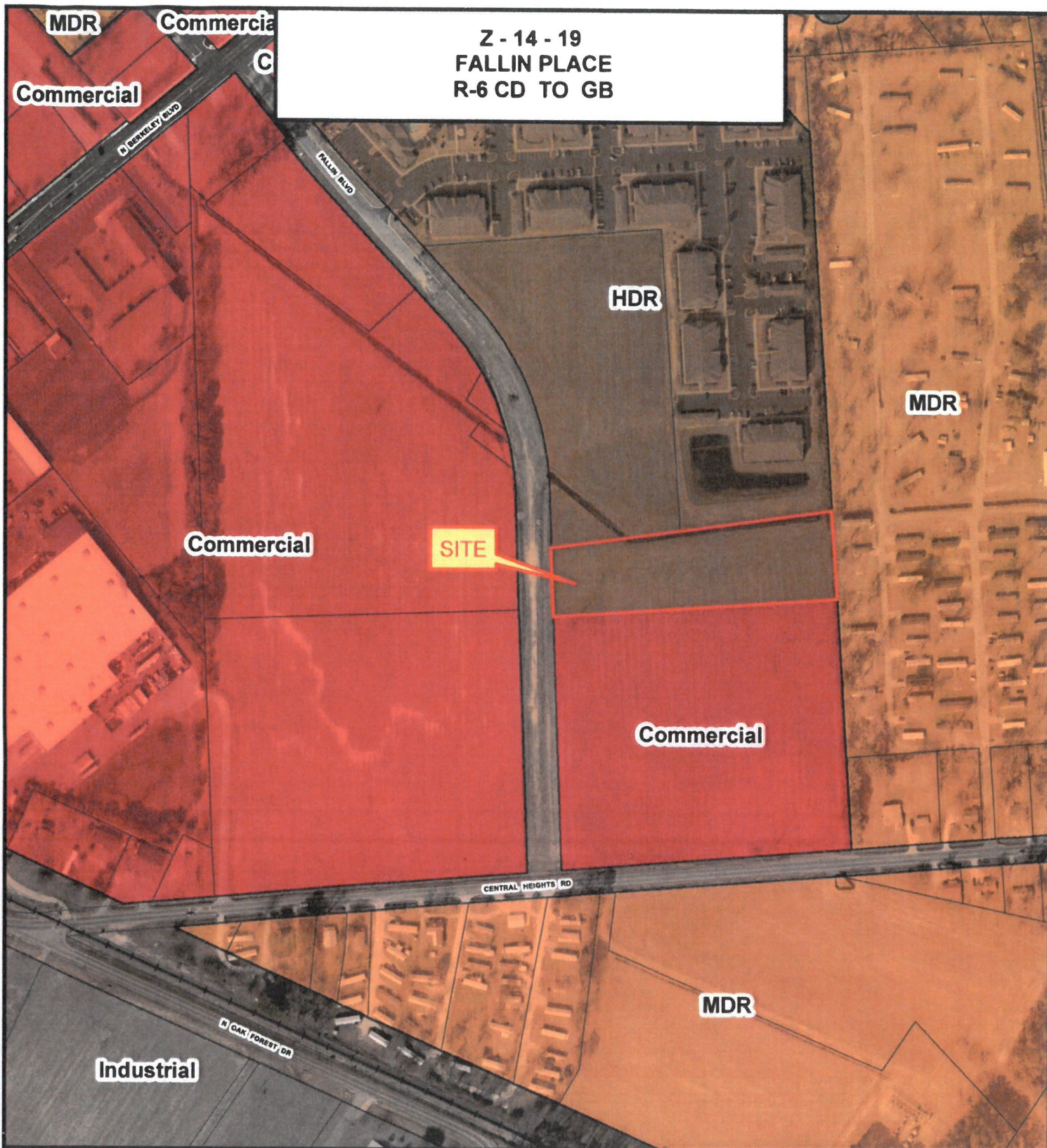
Owner: Mary Sue Fallin
Request: R-6 CD to GB
Project: Fallin Place
Parcel #: 3529-05-5055
Location: Fallin Blvd

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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REZONING REQUEST - PROPOSED ZONING

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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ORDINANCE NO. 2019 - 52

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

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

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

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

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

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

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

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

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

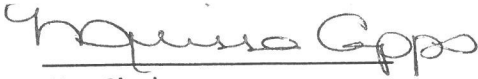
3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this 5th day of August, 2019.



Mayor

Attested by:



City Clerk

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

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

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

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

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

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

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

Zoning: Neighborhood Business (NB)

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

Surrounding Zoning:

North: R-6 CD (Residential)

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

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

West: GB (General Business)

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

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

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

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

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

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

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

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

Date: 07/30/19



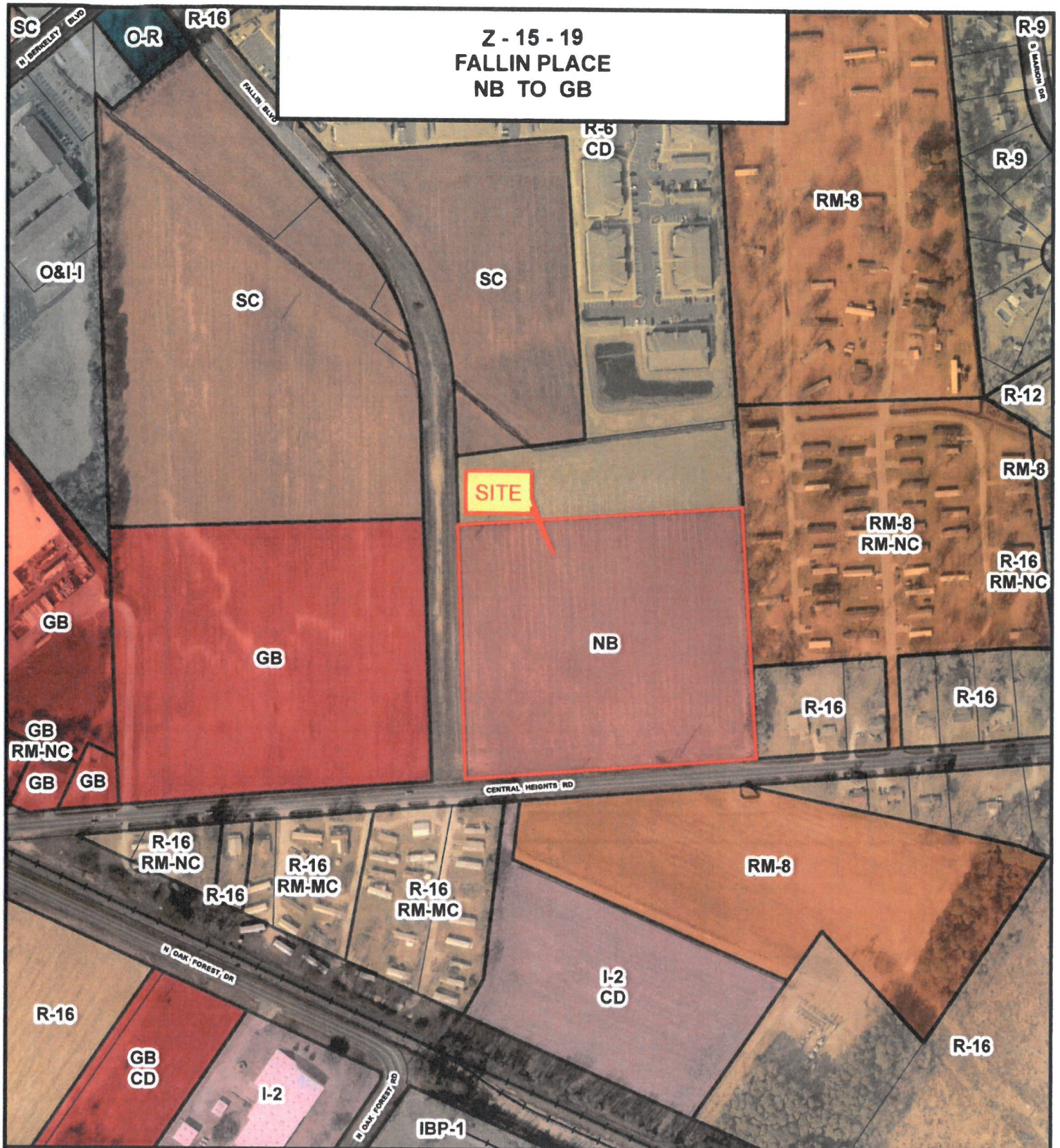
Planning Director

Date: 30 Jul 19



City Manager

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



REZONING REQUEST - EXISTING ZONING

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

300 150 0 300 Feet



GOLDSBORO
BE MORE DO MORE SEYMOUR

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



REZONING REQUEST

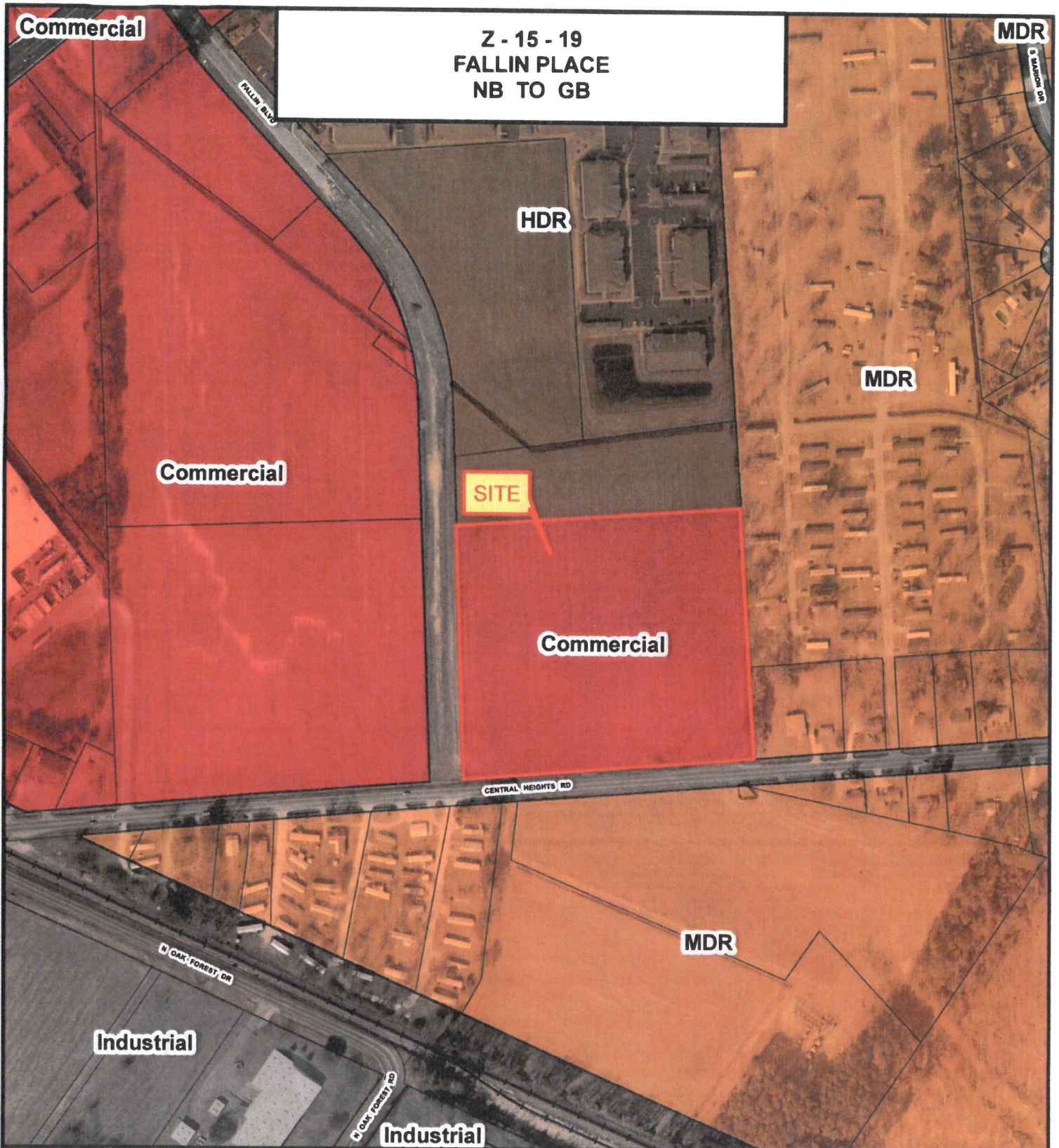
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REZONING REQUEST - PROPOSED ZONING

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

300 150 0 300 Feet



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

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

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

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

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

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

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

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

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

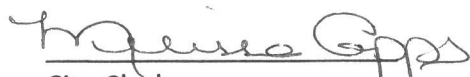
3. That this Ordinance shall become effective from and after the entry of the changes or amendments herein made on the said Official Zoning Map.

Adopted this 5th day of August, 2019.



Mayor

Attested by:



City Clerk

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

SUBJECT: Site Plan Modification – Alex Economy Mobile Home Park

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

Frontage: 297.65 ft. (Central Heights Road)

Area: 2.88 Acres

Zoning: R-16 Residential

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 07/30/19


Planning Director

Date: 30 Jul 19


City Manager

SITE PLAN ECONOMY MHP

GB

NB

CENTRAL HEIGHTS RD

RM-8

R-16
RM-MC

R-16
RM-MC

SITE

I-2
CD

N OAK FOREST DR

I-2

SITE PLAN APPLICATION

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

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100 50 0 100 Feet



SITE PLAN ECONOMY MHP



SITE PLAN APPLICATION

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

100 50 0 100 Feet



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

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

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

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

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

Area: 108.6 Acres

Total Lots: 17

Zoning: I-2 General Industrial

Areas in Lots

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

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

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

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

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

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

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

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

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

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

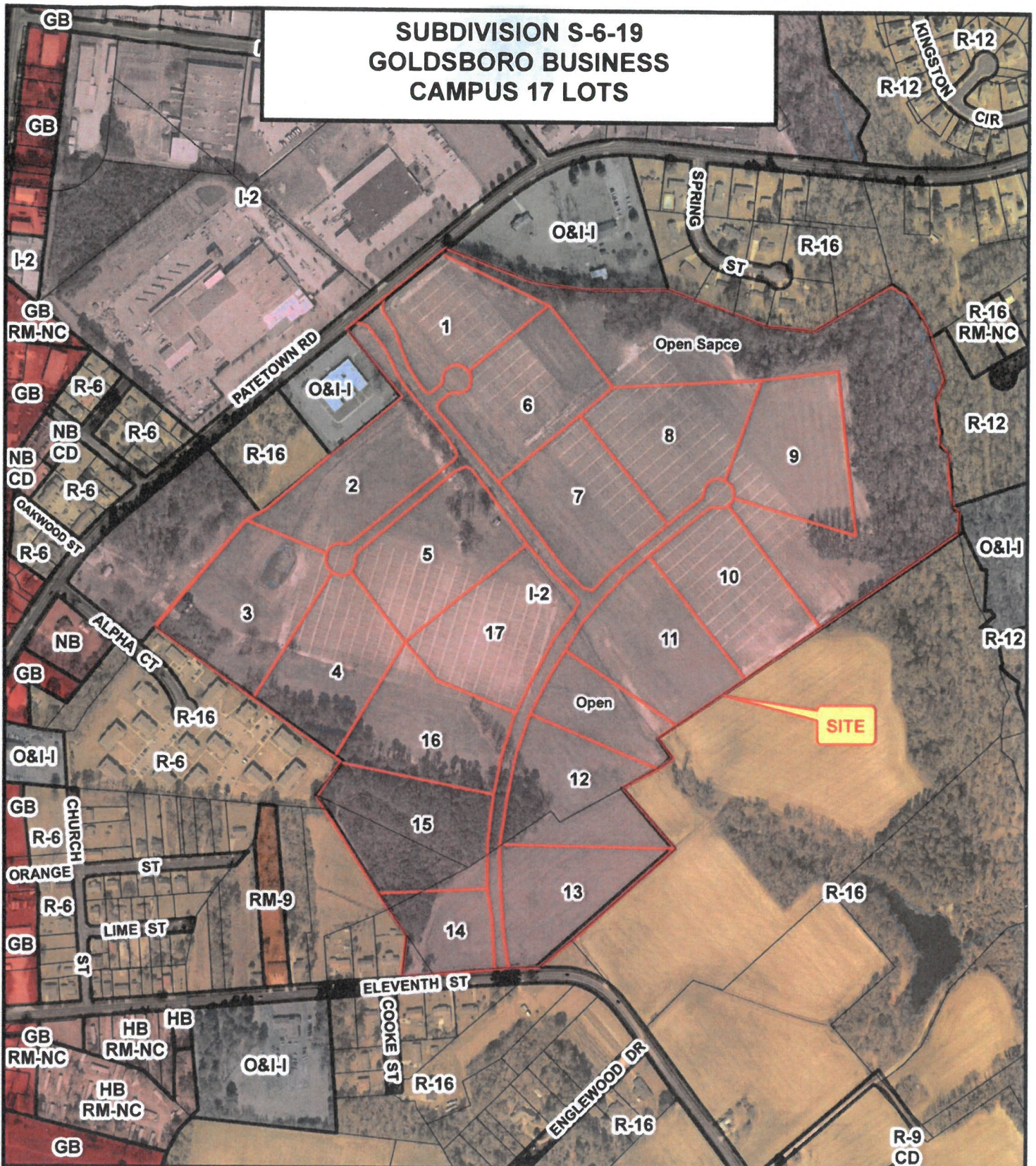
Date: 07/30/19


Planning Director

Date: 30 Jul 19


City Manager

SUBDIVISION S-6-19 GOLDSBORO BUSINESS CAMPUS 17 LOTS



SUBDIVISION APPLICATION

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

500 250 0 500 Feet



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



SUBDIVISION APPLICATION

Case No : S-6-19

Applicant : Wayne Co Development Alliance

Project: Goldsboro Business Campus (17 Lots)

Location : Patetown Road

GOLDSBORO
BE MORE DO MORE SEYMOUR

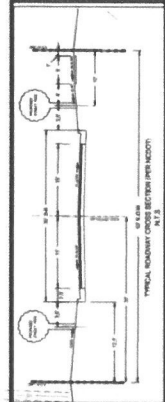
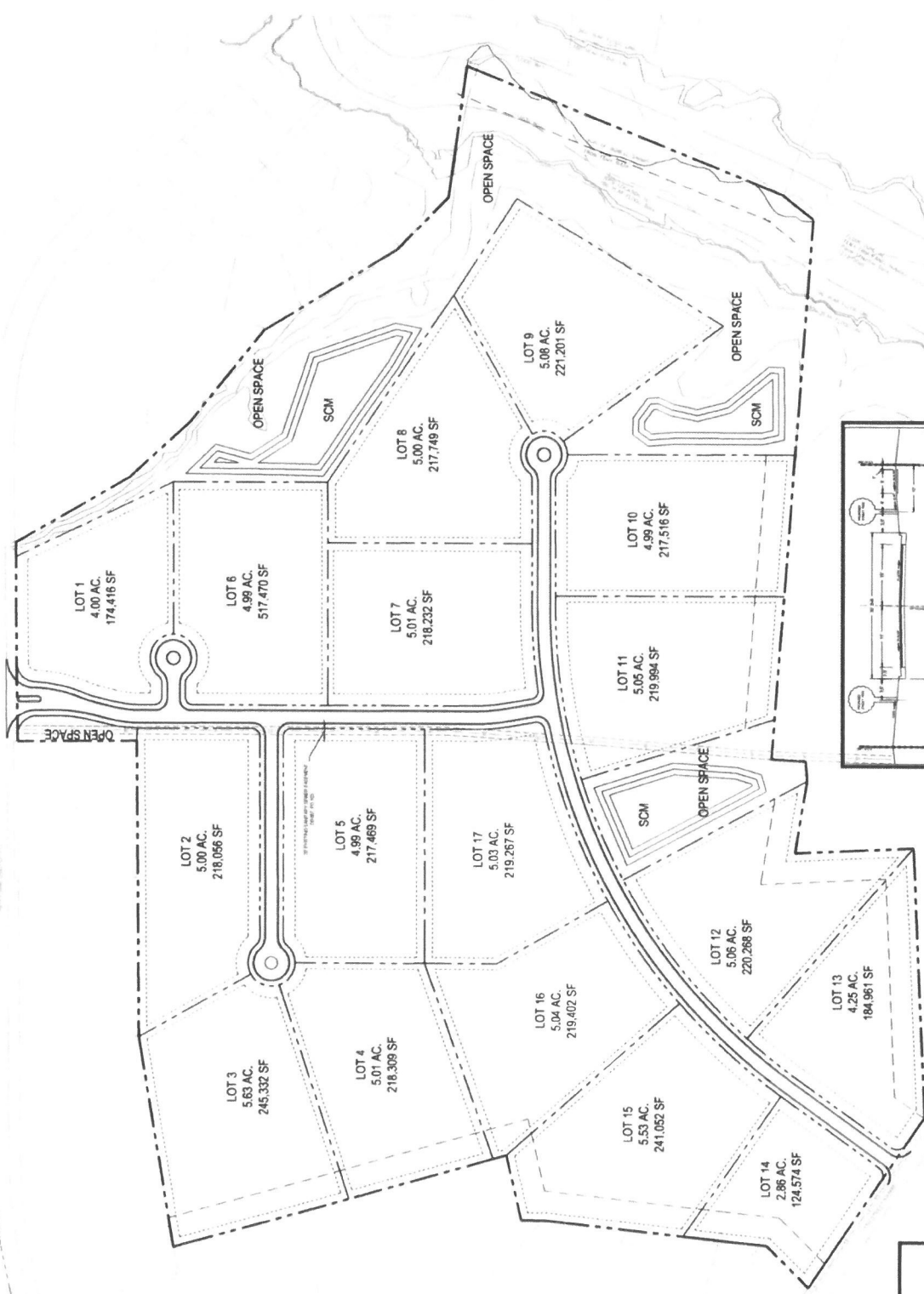
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500 250 0 500 Feet





Sheet No.	2 OF 6
Revision	



NOTES:
1. ALL DIMENSIONS ARE IN FEET.
2. ALL LOT AREAS ARE TO BE VERIFIED BY THE OWNER.
3. THE SUBDIVISION PLAN AND ALL DIMENSIONS ARE TO BE VERIFIED BY THE OWNER.
4. THE LOT AREAS ARE TO BE VERIFIED BY THE OWNER.
5. THE LOT AREAS ARE TO BE VERIFIED BY THE OWNER.
6. THE LOT AREAS ARE TO BE VERIFIED BY THE OWNER.

CITY OF GOLDSBORO
AGENDA MEMORANDUM
AUGUST 5, 2019 COUNCIL MEETING

SUBJECT: Goldsboro/Wayne Transportation Authority Board Re-Appointment

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

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

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

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

Date: 30 Jul 19



City Manager

RESOLUTION NO. 2019- 63

RESOLUTION APPOINTING A MEMBER TO
GOLDSBORO/WAYNE TRANSPORTATION AUTHORITY BOARD

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

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

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

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

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

Goldsboro/Wayne Transportation Authority Board

Fifth Term Appointee:

Bob Waller

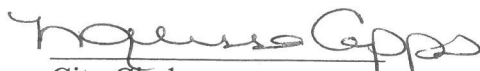
Term Expires August 5, 2020

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

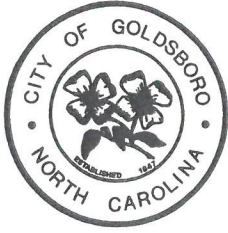


Mayor

Attested by:



City Clerk



City of Goldsboro

H.O. Drawer A
North Carolina
27533-9701

Office of the Mayor

36th ANNUAL NATIONAL NIGHT OUT PROCLAMATION

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

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

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

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

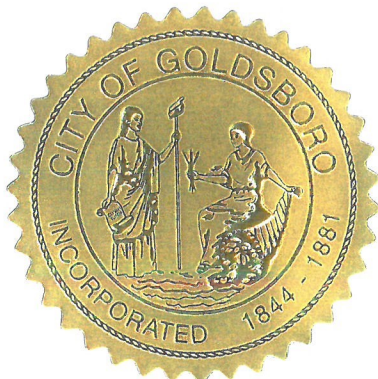
WHEREAS, police-community partnerships, neighborhood safety and awareness, and cooperation are important themes of the "National Night Out" program;

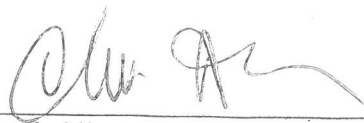
NOW, THEREFORE I, Chuck Allen, Mayor of the City of Goldsboro, do hereby proclaim Tuesday, August 6, 2019, as the

36th ANNUAL NATIONAL NIGHT OUT

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

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





Chuck Allen
Mayor