

AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
JULY 6, 2015

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

- I. WORK SESSION–5:00 P.M.—CITY HALL ADDITION, 200 N. CENTER ST., RM 206**
 - a. Public Art Selection for Center Street Project (DGDC)
 - b. F-86 Discussion (City Manager)
 - c. Fully Automated Update (Public Works)
 - d. Street Resurfacing List (Engineering)
- II. CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
 - Invocation & Pledge to the Flag
- III. ROLL CALL**
- IV. MINUTES**
 - A. Minutes of the Work Session and Regular Meeting of May 18, 2015
- V. PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. PRESENTATIONS**
 - B. Safety Award for Small Urban Systems (GWTA)
 - C. City Safety Awards (Human Resources)
- VII. PUBLIC HEARINGS**
- VIII. CONSENT AGENDA ITEMS**
 - D. Z-4-15 Highwater Solar-North side of Belfast Road between Salem Church Road and I-795 (R-40 Residential to R-20A Residential Conditional District to allow a solar farm) (Planning)
 - E. US Dept. of Justice: Edward Byrne Memorial Justice Assistance Grant (JAG) formula Program: Local Solicitation (Police)
 - F. Road Closure for Criterium Cycling Race on July 18, 2015 (Parks and Recreation)
 - G. Goldsboro/Wayne Transportation Authority Appointment (City Manager)
 - H. Harris Street Water Tower Communications Colocation Lease Agreements (City Manager)
 - I. Rescheduling Council Meeting Date (City Manager)
- IX. ITEMS REQUIRING INDIVIDUAL ACTION**
- X. CITY MANAGER’S REPORT**
- XI. CITY ATTORNEY’S REPORT AND RECOMMENDATIONS**
- XII. MAYOR AND COUNCILMEMBERS’ REPORTS AND RECOMMENDATIONS**
- XIII. CLOSED SESSION**
- XIV. ADJOURN**

MINUTES OF MEETING OF MAYOR AND CITY COUNCIL HELD
MAY 18, 2015

WORK SESSION

The Mayor and Council of the City of Goldsboro, North Carolina, met in a Work Session in the Large Conference Room, City Hall Addition, 200 North Center Street, at 3:00 p.m. on May 18, 2015 with attendance as follows:

Present: Mayor Alfonzo King, Presiding
Mayor Pro Tem Chuck Allen
Councilmember Michael Headen (arrived at 3:17 p.m.)
Councilmember Bill Broadaway
Councilmember William Goodman
Councilmember Charles J. Williams, Sr.
Councilmember Gene Aycock
Jim Womble, City Attorney
Scott Stevens, City Manager
Melissa Corser, City Clerk
Angel Wright-Lanier, Assistant City Manager
Randy Guthrie, Assistant City Manager
Jimmy Rowe, Planning Director
Kaye Scott, Finance Director
Terrie Odom, Finance Department
Jeff Stewart, Police Chief
Scott Barnard, Parks & Recreation Director
Felicia Brown, Parks & Recreation
Betsy Rosemann, Travel & Tourism Director
Kim Best, Governmental & Public Affairs Director
Eddie Sasser, Assistant Fire Chief
Christy Langley, Fire Department
Allen Anderson, Chief Building Inspector
Karen Brashear, Public Utilities Director
Michelle Daw, Public Utilities Department
Faye Reeves, HR Director
Scott Williams, IT Director
Jose Martinez, Public Works Director
LaTerrie Ward, Community Affairs Director
Julie Metz, DGDC Director
Sherry Archibald, Paramount Theatre Director
Marty Anderson, City Engineer (arrived at 3:24 p.m.)
Shycole Simpson-Carter, CD Director (arrived at 3:49 p.m.)
Jennifer Collins, Assistant Planning Director (arrived at 5:00 p.m.)
Lonnie Casey, Citizen
Ethan Smith, Goldsboro News-Argus

Call to Order. The meeting was called to order by Mayor King at 3:09 p.m.

Budget Presentation. Mr. Stevens stated it is my pleasure to present the recommended annual budget of \$54,698,375 for Fiscal Year 2015-16 for the City of Goldsboro. The NC General Assembly eliminated cities' ability to collect privilege tax revenue with a promise to replace this revenue. As of this date, no replacement revenue has been approved. For Goldsboro, this amounts to a loss in revenue of over \$400,000 per year or approximately 2 cents on the tax rate. The recommended budget includes a 1 cent tax increase which would increase the tax rate from 65 cents to 66 cents or 1.5 percent. Funding from this proposed increase of approximately \$212,000 was used to fund additional street resurfacing (\$125,000) and to begin the cemetery expansion at Elmwood Cemetery (\$75,000). Mr. Stevens stated during the Retreat held in March, 2015, Council reaffirmed their top priorities; greenways, downtown development (encouraging private investment), parks and recreation and community appearance/cleanup. In addition, street resurfacing, cemetery construction, and paving of dirt streets were identified as important activities for the City. The recommended budget includes \$575,000 for street resurfacing, \$75,000 for the initial expansion of Elmwood Cemetery and no funding for dirt street construction. Mr. Stevens turned the presentation over to Ms. Kaye Scott.

Ms. Scott shared the following information:

TOTAL BUDGET

<u>FISCAL YEAR 2014-15</u>	<u>FISCAL YEAR 2015-16</u>	
<u>ADOPTED</u>	<u>RECOMMENDED</u>	<u>DIFFERENCE</u>
\$54,038,688	\$54,698,375	\$659,687

BREAKDOWN BY FUNDS

<u>Funds</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>Difference</u>
General Fund	\$37,687,563	\$37,849,172	\$ 161,609
Utility Fund	\$15,550,265	\$16,202,430	\$ 652,165
Downtown District Fund	\$ 69,775	\$ 71,723	\$ 1,948
Occupancy Tax Fund	\$ 731,085	\$ 575,050	\$ (156,035)
Totals	\$54,038,688	\$54,698,375	\$ 659,687

General Fund Revenues

	FY 14-15 Adopted Budget	FY 15-16 Recommended Budget	Difference
Taxes	\$15,612,068	\$15,935,437	\$323,369
Licenses & Permits	796,100	357,600	(438,500)
<i>Privilege Licenses</i>	426,200	700	(425,500)
<i>Permits</i>	369,900	356,900	(13,000)
Revenue Other Agencies	15,794,035	15,896,015	101,980
<i>State-Collected Revenues</i>			
<i>Sales Tax</i>	6,990,000	7,450,000	460,000
<i>Utility Franchise Tax</i>	2,207,500	2,622,000	414,500
<i>Powell Bill</i>	1,004,800	989,200	(15,600)
<i>Transportation (NCDOT)</i>	556,792	780,000	223,208
<i>NCDOT Signal Reimbursement</i>	172,000	200,000	28,000
<i>Proceeds from Capital Lease</i>	1,943,000	517,619	(1,425,381)
Charges for Services	4,581,660	4,568,620	(13,040)
<i>Refuse Service Charges</i>	3,270,000	3,250,000	(20,000)
<i>Parks & Recreation Fees</i>	100,000	160,500	60,500
<i>Golf Course Fees</i>	604,600	555,000	(49,600)
<i>Paramount Theatre</i>	130,000	150,000	20,000
<i>Sale of Recyclables Materials</i>	32,000	30,000	(2,000)
	Adopted Budget	Recommended Budget	Difference
Capital Returns	56,700	40,500	(16,200)
<i>Investment Earnings</i>	3,800	3,500	(300)
<i>Assessments</i>	600	1,000	400
<i>Equipment Sales</i>	50,000	35,000	(15,000)
<i>Cemetery Lot Sales</i>	1,800	0	(1,800)
Miscellaneous	847,000	1,051,000	204,000
<i>Salaries/Payroll Attrition/Health</i>	650,000	850,000	200,000
Fund Balance Withdrawal	0	0	0
Total	\$37,687,563	\$37,849,172	\$161,609

Ad Valorem Taxes

	Adopted FY 14-15	Recommended FY 15-16
REAL ESTATE	\$ 13,800,775	\$ 14,303,337
VEHICLE	\$ 1,655,093	\$ 1,475,000
ONE-CENT TAX EQUALS	\$ 207,692	\$ 212,137
COLLECTION PERCENTAGE	97.29%	97.51%

TAX RATE PER \$100	\$	.65	\$	.66
--------------------	----	-----	----	-----

Utility Fund Revenues

	FY 14-15 Adopted Budget	FY 15-16 Recommended Budget	Difference
Charges for Services	\$15,386,565	\$15,355,100	(\$31,465)
Current Water Charges	5,900,000	5,750,000	(150,000)
Current Sewer Charges	7,800,000	7,800,000	-0-
Late Payment Fees	225,000	225,000	-0-
Service Penalty	105,000	105,000	-0-
Taps	27,000	25,000	(2,000)
Compost Revenue	19,465	30,000	10,535
 Capital Returns	 17,700	 8,700	 (9,000)
<i>Investment Earnings</i>	7,500	2,500	(5,000)
<i>Assessments</i>	10,200	6,200	(4,000)
 General Loan Repayment	 250,000	 250,000	 -0-
Miscellaneous	90,000	152,000	62,000
Proceeds from Loan	-0-	365,000	365,000
 Fund Balance Withdrawal	 -0-	 71,630	 71,630
 Total	 \$15,550,265	 \$16,202,430	 \$652,165

Utility & Refuse Rates

	<u>CURRENT</u>	<u>PROPOSED</u>
<u>WATER RATES (No Increase)</u>		
(Per CCF) (Residential/Commercial)	\$ 2.10	\$ 2.10
Base Fee Increase (No Increase)	\$12.14	\$12.14
 <u>SEWER RATES (No Increase)</u>		
(Per CCF) (Residential/Commercial)	\$ 4.60	\$ 4.60
 <u>REFUSE RATES</u>		
Residential	\$22.00	\$22.00
Commercial (Dumpster)	\$ 5.50/Cubic Yd.	\$ 5.50/Cubic Yd.
Commercial (Roll-Out Containers)	\$40.50	\$40.50
(Additional Cart)	\$15.00	\$15.00
 Reconnection Fee	 \$10.00	 \$10.00

User Fees Self-Sufficiency

<u>Revenues/Expenditures/Debt</u>	<u>FY 2015-16</u>	<u>Amount Over/Under</u>	<u>FY 2014-15</u>	<u>FY 2013-14</u>
Water	104.30%	272,087	110.99%	114.49%
Water Reclamation	90.36%	(950,681)	93.21%	88.20%
Refuse	100.25%	8,052	106.77%	108.68%
Golf Course	67.31%	(269,571)	73.21%	72.68%
Paramount (Debt Svc – Occup. Tax (\$275,000))	25.27%	(443,566)	34.45%	37.00%
Paramount (Debt Svc - GF)	17.27%	(718,566)	16.18%	15.71%

Agency Donations

<u>Agency</u>	<u>FY 14-15 Allocation</u>	<u>FY 15-16 Requested Amount</u>	<u>FY 15-16 Recommended Amount</u>
	<u>Total</u>	<u>Total</u>	<u>Total</u>
Chamber of Commerce	15,000.00	20,000.00	10,000.00
Literacy Connections	12,000.00	26,500.00	12,000.00
Boys & Girls Club	13,182.00	35,000.00	13,000.00
Arts Council	25,000.00	30,000.00	25,000.00
WAGES	20,000.00	20,000.00	0.00
W.A.T.C.H.	20,000.00	40,000.00	20,000.00
Museum	22,000.00	22,000.00	12,000.00
Wayne Uplift	8,000.00	20,000.00	7,000.00
Communities in Schools	15,000.00	15,000.00	15,000.00
The Mental Health Association	0.00	2,500.00	0.00
Cumberland Community Action	5,000.00	7,280.00	5,000.00
Wayne Comm. College (WORKS)	7,000.00	11,600.00	9,284.00
W.I.S.H.	20,000.00	50,000.00	15,000.00
	182,182.00	299,880.00	143,284.00
Wayne County Alliance	75,000.00	75,000.00	75,000.00
Butterball Economic Incentive	17,500.00	13,000.00	13,000.00
One NC Fund Grant	17,125.00	15,000.00	15,000.00
Goldsboro/Wayne Transportation	248,240.00	222,740.00	222,740.00
	540,047.00	625,620.00	469,024.00
Waynesborough Park	30,000.00	35,000.00	25,000.00
Occupancy Tax	30,000.00	35,000.00	25,000.00
Totals	\$ 570,047.00	\$ 660,620.00	\$ 494,024.00

Agency Recommendations/Funding Source

Agencies	FY 14-15 Allocation	FY 15-16 Requested Amount	FY 15-16 Recommended Amount
General Fund			
Chamber of Commerce	15,000.00	20,000.00	10,000.00
Literacy Connections	5,000.00	14,000.00	7,000.00
Arts Council	25,000.00	30,000.00	25,000.00
Boys & Girls Club	0.00	15,000.00	0.00
WAGES	20,000.00	20,000.00	0.00
W.A.T.C.H.	20,000.00	40,000.00	20,000.00
Museum	22,000.00	22,000.00	12,000.00
Wayne Uplift	5,000.00	10,000.00	5,000.00
Communities in Schools	15,000.00	15,000.00	15,000.00
The Mental Health Association	0.00	2,500.00	0.00
Wayne County Alliance	75,000.00	75,000.00	75,000.00
Butterball Economic Incentive	17,500.00	13,000.00	13,000.00
One NC Fund Grant	17,125.00	15,000.00	15,000.00
Goldsboro/Wayne Transportation	248,240.00	222,740.00	222,740.00
W.I.S.H.	0.00	20,000.00	0.00
OCCUPANCY TAX FUND			
Waynesborough Park	30,000.00	35,000.00	25,000.00
COMMUNITY DEVELOPMENT FUND			
Literacy Connections	7,000.00	12,500.00	5,000.00
Boys & Girls Club	13,182.00	20,000.00	13,000.00
Wayne Uplift	3,000.00	10,000.00	2,000.00
Cumberland Community Action	5,000.00	7,280.00	5,000.00
Wayne Comm. Colleges (WORKS)	7,000.00	11,600.00	9,284.00
W.I.S.H.	20,000.00	30,000.00	15,000.00
Totals	\$ 570,047.00	\$ 660,620.00	\$ 494,024.00

Debt Payments and Balances FY 2015-16

<u>Principal/Interest Payment</u>	<u>Outstanding Balance (7-1-15)</u>	
SANITARY SEWER BONDS	\$ 2,145,551	13,628,278
STREET BONDS	435,143	3,430,722
STATE REVOLVING LOAN PROGRAM - WATER	152,063	150,000 (Final)
STATE REVOLVING LOAN PROGRAM - WATER PLANT	625,847	8,359,120
STATE REVOLVING LOAN (\$15M)	1,076,500	3,000,000
STATE REVOLVING LOAN (\$3.3M)	235,465	655,827
AMR SYSTEM	137,462	635,732
CITY HALL ANNEX	258,875	1,426,206
CITY HALL - PHASE II	378,804	1,751,877
CAPITAL EQUIPMENT LOAN	724,031	2,932,991
STREETSCAPE PROJECT	114,036	527,391
PARMOUNT THEATRE	455,922	2,511,794
TIGER LOAN (Streetscape/Transfer Facility/Police HVAC)	373,882	4,336,000
SETTLEMENT LOAN (\$1.7M)	209,426	1,705,000
LOAN UF	250,000	750,000
W.A. FOSTER/GCC LOAN	627,763	7,200,000
EASTERN REGIONAL LOAN (County)	128,331	509,501
IT LEASES	224,460	529,330
TOTAL DEBT	\$8,553,561	\$54,039,739

Debt Payment Funding

<u>Fund</u>	<u>Amount</u>
General Fund	\$3,314,787
Utility Fund	4,403,517

Occupancy Tax Fund	275,000
CDBG	<u>560,257</u>
Total	\$8,553,561

Possible New Debt

FY 2015-16

- Goldsboro Country Club Property \$1,200,000
 - 15 year loan
 - 2.85% Interest Rate
 - Loan Payment – General Fund
- W.A. Foster Center \$6,000,000
 - 15 year loan
 - 2.85% Interest Rate
 - Loan Payment divided between CD and General Funds

FY 2016-17

- Police Dept. Expansion/Bldg. Improvements \$3,500,000
 - 15 year loan
 - 2.5% Interest Rate
 - Loan Payment – General Fund

FY 2016-17

- Equipment Loan \$ 882,619
 - Inspections (1) Pickup Truck \$ 20,000
 - Sts & Stms. (1) Salt Spreader \$ 12,000
 - (1) Crew Cab Pickup \$ 25,000
 - Sanitation (1) Fully-Automated Garbage Truck \$ 285,000
 - Fire (1) Adm. Vehicle \$ 28,000
 - Police (1) Adm. Vehicle \$ 19,000
 - (1) Sports Utility Vehicle \$ 29,119
 - (1) ½ Ton Pickup Truck \$ 21,500
 - Parks & Rec. (1) Pickup Truck \$ 29,000
 - (1) Dump Truck \$ 49,000
 - Dist. & Collect. (1) Jet-Vac Truck \$365,000
 - Total \$882,619

5 year loan
 3% Estimated Interest Rate
 Loan Payment – General Fund and Utility Fund

- IT Lease \$300,000
 - 4 year lease
 - 2.14 % Estimated Interest Rate
 - Annual Payment: \$79,673 starting in July 2016

New Positions – Recommended

General Fund:

<u>Position</u>	<u>Department</u>	<u>Salary and Benefits</u>
1) Police Narcotics Investigator (Full-Time)	Police Department	\$55,710
2) Deputy Public Works Director (Full-Time)	Public Works	\$80,897
3) Environmental Codes Inspector (Full-Time)	Planning	\$46,340
4) Equipment Operator (Full-Time)	Streets & Storms	\$42,712
5) Maintenance Technician (Full- Time)	Streets & Storms	\$39,421
6) Utility Maintenance Technician (Full-Time)	Streets & Storms	\$44,481
7) Special Events & Marketing Assistant (Full-Time)	Parks & Recreation	\$41,027
8) Compliance Officer (Part-Time)	Fire Department	\$17,465

Positions Eliminated/Not Recommended

General Fund:

<u>Position</u>	<u>Department</u>	<u>Salary and Benefits</u>
1) (8) Sanitation Technicians	Sanitation	\$303,144
2) Planning Technician	Planning	\$ 48,290
3) Golf Teaching Professional	Golf Course	\$ 48,290

New Positions Not Recommended

<u>Position</u>	<u>Department</u>	<u>Salary and Benefits</u>
1) Help Desk Operator	Information Tech.	\$54,748
2) Computer Systems Adm.	Information Tech.	\$67,852
3) Senior Fleet Mechanic	Garage	\$50,339
4) Assistant Planning Director	Planning	\$67,852
5) Police Officer	Police	\$49,121
6) Custodian Manager	Parks & Recreation	\$54,748
7) Athletic Assistant	Parks & Recreation	\$41,027
8) Special Pop &Sr. Assistant	Parks & Recreation	\$41,027

Positions/Reclassifications

General Fund

<u>Position (From)</u>	<u>Position (To)</u>	<u>Department</u>	<u>Salary (Savings)</u>
			<u>Increase</u>
1. Custodian (Full-Time)	Custodian (Part-Time)	HR	(\$ 9,517)
2. Administrative Asst. I	HR Technician	HR	\$ 5,858
3. Community Affairs Specialist	Admin. Asst. II	CA/CD	(\$29,315)
4. Mechanic	Sr. Fleet Mechanic	Garage	\$ 7,628
5. Equipment Operator	Sign Technician	Sanit/Bldg.&Tffc	\$ 3,612
6. Admin. Asst. I (Full-Time)	Admin. Asst. (Part-Time)	Planning/Finance	(\$12,186)
7. Firefighters (10)	Sr. Firefighters	Fire Dept.	\$11,742
8. Recreation Therapists	Special Pops. Super.	P&R	\$ 4,611

Authorized Positions

<u>Fiscal Year</u>	<u>Public</u>	<u>Non-Public</u>	<u>Total</u>	<u>Utility</u>	<u>Occupancy</u>	<u>Total</u>
	<u>Safety</u>	<u>Safety</u>		<u>Fund</u>	<u>Fund</u>	
2008-09	198	222	420	60		480
2009-10	197	219	416	60		476
2010-11	197	219	416	60		476
2011-12	197	221	418	60		478
2012-13	194	210	404	61	2	467
2013-14	199	181	380	59	2	441
2014-15	201	182	383	59	2	444
2015-16	203	176	379	61	2	442

Employee Benefits Salary/Benefit Costs

	<u>General Fund</u>	<u>Utility Fund</u>	<u>Occupancy Fund</u>	<u>Total</u>
Salaries	17,440,675	2,572,657	89,684	20,103,016
Social Security	1,351,905	196,808	6,861	1,555,574
Retirement	1,158,779	174,169	6,072	1,339,020
Health Insurance	2,763,300	446,520	14,640	3,224,460
401(K)	601,655	77,180	2,691	681,526
COLA/Merit/Bonus	400,429	60,925	2,123	463,477
Total	\$23,716,743	\$3,528,259	\$122,071	\$27,367,073

Salary Adjustment/Benefits

- Salary Adjustments

1% Cost of Living Increase (July 1, 2015)	\$230,389
1.5% Merit Increase (January 1, 2016)	\$174,520
\$100 Merit/Bonus (December 2015)	<u>\$ 58,569</u>
Total Cost	\$463,478
- 401(K) Contribution

Non-Sworn Employees (3%) and Sworn Employees (5%)	
Non-Sworn Employees	\$440,853
Sworn Employees	\$240,672
- Retirement Rates:

	FY 2014-15	FY 2015-16
General Employees	7.07%	6.67%
Law Enforcement Employees	7.41%	7.15%
- Employer Contribution Decrease:

	(\$ 22,528)
--	-------------
- Health Insurance:

Employer Increase	\$ 132,720
-------------------	------------

Health Insurance Rates

	FY 2014-15			FY 2015-16		
	Current Rates	Current Subsidy	Employee Cost	Proposed Rates	Proposed Subsidy	Employee Cost
Employee Only	\$ 628	\$ -	\$ 50	\$ 658	\$ -	\$ 50
Employee/Children	\$ 452	\$ 172	\$ 280	\$ 392	\$ 152	\$ 240
Employee/Spouse	\$ 538	\$ -	\$ 538	\$ 478	\$ -	\$ 478
Family	\$ 855	\$ 5	\$ 850	\$ 869	\$ 119	\$ 750

Departmental Requests

General Fund Expenditures

- Mayor/Council (\$426,348)
 - City Attorney Fees \$140,000
 - Consultant Fees (Friends of Seymour) 130,000
 - Election Costs 20,000
- City Manager (\$944,724)
 - Communication and Marketing 20,000
 - Contract Services (Landscaping/Maint. contracts) 35,000
- Human Resources (\$635,867)
 - Health Maintenance Program 82,000
 - Employee Appreciation Day/Event 6,000
- Community Affairs (\$200,550)
 - Other Training (School of Government) 2,300
- Paramount Theatre (\$412,644)
 - Performance Series (Eight Performance) 77,180
- Inspections (\$709,841)
 - Demolition \$ 95,000
 - House Securement 7,000
 - Compact Pick-Up Truck 20,000
- DGDC (\$335,960)
 - Downtown Projects (Property Repairs) 10,000
 - Contract Services (Downtown Landscaping) 20,000
- Information Technology (\$1,002,008)
 - Software License Fees 330,000
- Public Works – Admin. (\$446,962)
 - Consultant Fees (Beaver Control) 3,600
 - Clean and Cut Lots -0-
- Garage (\$2,064,308)

Gasoline	\$500,000
Diesel Fuel	375,000
Power Lift (Replacement)	11,000
• Building & Traffic (\$504,274)	
Lock Changes (Public Works)	15,000
Equipment Shelter (Replacement Public Works)	20,000
• Cemetery (\$385,049)	
Elmwood Cemetery Expansion	75,000
• Finance (\$1,231,206)	
Tax Listing Fees	270,000
Consultant Fees	46,000
Audit (General Fund Portion)	27,500
• Planning (\$1,766,796)	
Clean and Cut Lots	\$ 27,700
Transportation Planning/Multi-Use Path Construction (80% NCDOT Reimb.)	975,005
• Streets & Storms (\$1,489,455)	
Salt Spreader (Replacement)	12,000
Crew Cab Pickup Truck (Replacement)	25,000
Bush Hog	5,900
Sidewalk/Street Repairs	45,656
• Streets & Storms - Utilities (\$636,200)	
Street Lights	600,000
• Street Paving (\$575,000)	\$575,000
• Sanitation (\$3,019,913)	
Landfill Charges (\$30/Ton)	380,000
Fully Automated Garbage Trucks	285,000
Replacement Garbage/Recycling Containers	150,000
• Engineering (\$880,845)	
Dial-Up Channel Conversion	30,000
• Fire Department (\$5,856,802)	
Medical Exams	25,000
Fire Hose	7,235
Equipment to Outfit New Truck	40,558
Air Packs	39,760
Thermal Imaging Camera	11,000

Administrative Car (Replacement)	28,000
• Police Department (\$8,808,375)	
Consultant Fees (Evidence Storage)	\$ 40,000
Line Cars (3 replacements)	80,436
Admin. Car (1 replacement)	19,000
Sports Utility Vehicle	29,119
½ Ton Pickup Truck (replacement)	21,500
• Animal Control (-0-) – Moved operations to Police Department	
• Special Expense (\$3,858,627)	
Agency Donations (Chart)	419,740
• Parks & Recreation (\$2,421,847)	
Park House Restoration	\$ 10,000
Playground Surface	15,000
Crew-Cab Pickup Truck	29,000
Riding Lawnmower	21,500
Diesel Dump Truck	49,000
Park Signs	5,000
Basketball Court Improvements	10,000
Utility Trailer	7,500
Furnace/Air Conditioner	15,000
Sidewalks	5,000
Advertising	23,000
• Golf Course (\$824,571)	
Equipment Rent (Carts)	\$ 86,459
Greens Mower	5,000
Greens Aerator	23,000
Advertising	11,500
Utility Fund Expenditures	
• Distribution and Collections Division (\$2,832,822)	
Water Meters & Boxes	\$190,000
Fire Hydrants/Water Valve Replacement	130,000
Jet-Vac Truck	365,000
Utility Vehicle	38,000
• Water Treatment Plant (\$4,912,502)	
Chemicals	640,500
Neuse River Dredging	79,000
Water Plant Expansion	200,000
Generator	260,000
Light Fixtures	17,500

**General Fund
Vehicles/Equipment – Requested/Recommended**

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
<i>Inspections</i>	Admin. Car	1	25,000.00	0	-
	Pick-Up Truck	2	40,000.00	1	20,000.00
<i>Building & Traffic</i>	Bucket Truck	1	100,000.00	0	-
<i>Cemetery</i>	Crew Cab Pickup w/Dump Body	1	40,000.00	0	-
<i>Planning</i>	Admin. Car	1	20,000.00	0	-
<i>Streets & Storms</i>	Salt Spreader	2	34,600.00	1	12,000.00
	Crew Cab Pick-Up	1	25,000.00	1	25,000.00
	Bush Hog	1	5,900.00	1	5,900.00
	Riding Lawn Mower	1	11,000.00	0	-
<i>Sanitation</i>	Fully-Automated Garbage Truck	1	285,000.00	1	285,000.00
	One-Ton Pick-Up Truck	1	21,000.00	0	-
<i>Engineering</i>	Bucket Truck	1	125,000.00	0	-
<i>Fire</i>	Administrative Vehicle	1	28,000.00	1	28,000.00
	Administrative Vehicle	2	36,000.00	0	-
	Aerial Fire Truck	1	1,054,644.00	0	-

**General Fund
Vehicles/Equipment – Requested/Recommended**

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
<i>Police</i>	Administrative Vehicle	2	37,983.00	1	19,000.00
	Line Cars	5	134,060.00	3	80,436.00
	Sports Utility Vehicle	1	29,119.00	1	29,119.00
	1/2 Ton Pick-Up Truck	2	42,582.00	1	21,500.00
<i>Parks & Rec.</i>	Admin. Vehicle	1	19,000.00	0	-
	PickUp Truck	1	29,000.00	1	29,000.00
	Mower	1	11,000.00	1	11,000.00
	Mower	1	10,500.00	1	10,500.00
	Dump Truck	2	98,000.00	1	49,000.00
	Enclosed Cargo Trailer	1	7,000.00	0	-
	Pick-Up Truck	2	58,000.00	0	-
	Dump Truck	2	94,000.00	0	-
	20' Dovetail Trailer	1	7,500.00	1	7,500.00
	(25) Passenger Van	2	128,000.00	0	-
	Skid Steer	1	85,000.00	0	-
<i>Golf Course</i>	Backhoe	1	49,000.00	0	-
	Tractor	1	32,000.00	0	-
	Leaf Collecting Mower	1	5,000.00	1	5,000.00
	Greens Aerator	1	23,000.00	1	23,000.00
	Utility Vehicle - Club Car	1	10,000.00	0	-
	Utility Vehicle - Cushman	1	29,000.00	0	-
General Fund Totals			\$ 2,789,888.00		\$ 660,955.00

**Utility Fund
Vehicles/Equipment – Requested/Recommended**

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
Maintenance	Excavator	1	168,500.00	0	-
	Sideboy Mower	1	14,000.00	0	-
	Vac Truck	1	365,000.00	1	365,000.00
	Utility Vehicle	1	38,000.00	1	38,000.00
Compost Plant	Riding Mower	1	16,400.00	1	16,400.00
Utility Fund Totals			\$ 601,900.00		\$ 419,400.00

**General Fund
Capital Outlay Projects – Requested/Recommended**

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
Information Technology	Technology Capital (Desktop Replacements)	1	65,000.00	0	-
	Technology Capital (Toughbooks - Traffic)	2	7,000.00	0	-
	Disaster Recovery Server (Storage Area Network)	1	25,000.00	0	-
Garage	Power Lifts	2	22,000.00	1	11,000.00
Building & Traffic	Fence (Chain Link Fence - Public Works)	1	30,000.00	0	-
	Equipment Shelters	3	60,000.00	1	20,000.00
Cemetery	Elmwood Cemetery Expansion	1	150,000.00	1	75,000.00
Streets & Storms	Pipe Laser	1	7,000.00	0	-
	Storm Drainage Improvements	1	5,000.00	1	5,000.00
Streets & Storms - Utilities	Non-Petitioned Storm Drainage Impr. (Virginia)	1	100,000.00	0	-
	Railroad Signals	1	10,000.00	1	10,000.00
Street Paving	Petitioned Paving Impr. (Branch to Vann)	1	300,000.00	0	-
Engineering	Dial-Up Channel Conversion	1	30,000.00	1	30,000.00
	GPS Equip. (Trimble MHz Radio)	1	21,600.00	0	-
Fire	Fire Hose	1	7,235.00	1	7,235.00
	Misc. Equipment (Equip. for Fire Truck last FY)	1	82,668.00	1	40,558.00
	Air Packs	1	39,760.00	1	39,760.00
	Thermal Imaging Camera	1	11,000.00	1	11,000.00
	Turn-Out Gear Washer	1	8,000.00	0	-

**General Fund
Capital Outlay Projects – Requested/Recommended**

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
Police	Software Expense - (ShotSpotter Flex)	1	235,000.00	0	-
	Field Base Reporting & Maintenance	1	250,000.00	0	-
	Evidence Combination/Key Safe	1	10,640.00	0	-
Parks & Rec.	Water Slide - Mina Weil Park	1	35,000.00	0	-
	Water Slide - Peacock Park	1	45,000.00	0	-
	Park House Restoration	1	135,000.00	1	10,000.00
	Repave Parking Lots - Berkeley	1	250,000.00	0	-
	Repave Parking Lot - Fairview	1	175,000.00	0	-
	Repave Parking Lot - Herman	1	400,000.00	0	-
	Playground Play Surface	1	36,000.00	1	15,000.00
	Shuffle Board - HPC	1	24,000.00	0	-
	Equipment for New Rec Center	1	250,000.00	0	-
	Park Signage	1	50,000.00	1	5,000.00
	Basketball Court Resurfacing - North End	1	50,000.00	1	10,000.00
	HVAC - W.A. Foster	1	7,500.00	0	-
	HVAC - Herman Park Center	1	15,000.00	1	15,000.00
	Restroom Replacement - Berkeley Park	1	95,000.00	0	-
	Picnic Shelters - Herman Park	3	120,000.00	0	-
	Concrete for Sidewalks - Parks (4)	1	150,000.00	1	5,000.00
	Restroom Replacement - H.V. Brown Park	1	95,000.00	0	-
	Greenways - Stoney Creek Park	1	785,000.00	0	-
	Pipe Ditches - Herman Park	1	25,000.00	0	-
Golf Course	Concrete Pads at Maintenance Shop	1	10,000.00	0	-
General Fund Totals			\$ 4,229,403.00		\$ 309,553.00

Utility Fund Capital Outlay Projects – Requested/Recommended

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
Maintenance	Software Expense - Mobile 311	1	10,500.00	0	-
	Main Line Camera	1	88,000.00	0	-
	Pipe Line Camera	1	120,000.00	0	-
Water Plant	Fiber to Public Utilities Buildings	1	25,000.00	1	12,000.00
	Generator - Neuse River Pump Station	1	260,000.00	1	260,000.00
	Miscellaneous Equipment	1	5,000.00	1	5,000.00
	Caustic Feed Pump	1	25,000.00	0	-
	Exterior Lighting Waste & Sedimentation Basins	1	17,500.00	1	17,500.00
	Water Plant Expansion			1	200,000.00
Waste Treatment	Stream Bank Stabilization Project	1	324,000.00	0	-
	Miscellaneous Equipment (Sampler, Lab Printer)	1	13,225.00	1	13,225.00
	Treatment Basin Lights	1	25,000.00	1	25,000.00
	Portable Open Canopy Trailer Mounted Pump	1	36,000.00	1	36,000.00

Utility Fund Capital Outlay Projects – Requested/Recommended

DEPT.	ITEM	REQUESTED		RECOMMENDED	
		QUANT.	TOTAL	QUANTITY	TOTAL
Utility Fund - Capital	Petitioned Sanitary Sewer Improvements (East Ash Street to 128 N. Oak Forest Rd.)	1	60,000.00	0	-
	Petitioned Sanitary Sewer Improvements (103 Courtney Rd to Bayleaf Drive)	1	75,000.00	0	-
	Petitioned Sanitary Sewer Improvements (1750 US 117 South to 1416 US 117 South)	1	85,000.00	0	-
	Petitioned Sanitary Sewer Improvements (N. Marion Drive to Maplewood Drive)	1	85,000.00	0	-
	Petitioned Water Improvements (Branch St from Vann St. to Truman St)	1	25,000.00	0	-
Compost	SCADA Control Panel	1	38,000.00	0	-
Utility Fund Totals			\$ 1,317,225.00		\$ 568,725.00

Capital Requests/Recommended FY 2015-16

	FY 2014-15	FY 2015-16	Difference
<u>VEHICLES/ROLLING STOCK</u>			
<u>GENERAL FUND</u>			
Requests	\$2,856,640	\$ 2,789,888	(\$ 6,752)
Recommended	1,887,598	143,336	(1,226,643)
		517,619 (Equip. Loan)	

<u>UTILITY FUND</u>			
Requests	\$ 229,607	\$ 601,900	\$ 372,293
Recommended	188,100	54,400	231,300
		365,000 (Equip. Loan)	

CAPITAL EQUIPMENT/PROJECTS GENERAL FUND

Requests	\$2,656,537	\$4,229,403	\$1,572,866
Recommended	127,290	309,553	182,263

<u>UTILITY FUND</u>			
Requests	\$13,298,200	\$1,317,225	(\$11,980,975)
Recommended	3,879,800	568,725	(3,311,075)

DGDC FUNDS

	FY 14-15 <u>Budgeted</u>	FY 15-16 <u>Recommended</u>
Revenues:		
Taxes	\$69,675	\$71,698
Investment Earnings	100	25
Total	\$69,775	\$71,723
Expenditures:	\$69,775	\$71,723

*Facade Grant and Rent Incentive Program - \$39,200 – 55% of Budget

* *Municipal Service District Rate: 23.5 cents per \$100 of valuation

Occupancy Tax Fund

	FY 14-15 Budgeted	FY 15-16 Recommended
Distribution of Occupancy Tax Revenues		
50% Civic Center	\$275,000	\$275,000
50% Travel & Tourism	275,000	275,000
Investment Earnings	<u>600</u>	<u>200</u>
Totals	\$550,600	\$550,200
 Fund Balance Withdrawal	 <u>\$180,485</u>	 <u>\$ 24,850</u>
 Totals	 \$731,085	 \$575,050
 Expenditures:		
Civic Center Programs	455,985	300,000
Paramount Theater (Debt Service)	\$275,000	
Wayneborough Park Visitor Center	25,000	
 Travel & Tourism	 <u>275,100</u>	 <u>275,050</u>
Operations and Marketing		
Totals	\$731,085	\$575,050

* Current levy is 5% for local hotel and motel occupancy

FUND BALANCES

Fund Balance

As the following chart shows, \$96,480 of the recommended budget will be financed through the City's fund reserves. The amount is \$84,005 less than last year. In order to maintain an adequate fund balance, any increased expenditure must be accompanied by either new sources of additional revenue or a reduction of existing appropriations. Failure to act along these lines could result in reduced service levels in the future. The following chart describes the City's fund balances:

	Beginning Balance (Audit) FY 2014-15	Projected Ending Balance FY 2014-15	Appropriations FY 2015-16	Revised Beginning Balance FY 2015-16
General Fund	\$ 645,905	\$ 4,870,957	\$ -	\$ 4,870,957
Utility Fund	7,431,624	6,324,823	71,630	6,253,193
Downtown District	79,051	47,795	0	47,795
Occupancy Tax Fund				-
Civic Center	647,650	969,208	24,850	944,358
Travel & Tourism	7,733	11,472	0	11,472
Total	\$ 8,811,963	\$ 12,224,255	\$ 96,480	\$ 12,127,775

Summary FY 2015-16 Budget

Category	General	Utility	DGDC	Occupancy Tax	Total
Salary/Benefits	\$ 23,716,743	\$ 3,528,259		\$ 122,071	\$ 27,367,073
Operational Costs	\$ 9,847,134	\$ 7,282,529	\$ 71,723	\$ 177,979	\$ 17,379,365
Debt Service	\$ 3,314,787	\$ 4,403,517		\$ 275,000	\$ 7,993,304
Vehicle/Capital Outlay	\$ 970,508	\$ 988,125			\$ 1,958,633
Totals	\$ 37,849,172	\$ 16,202,430	\$ 71,723	\$ 575,050	\$ 54,698,375

Concerns

Departmental Concerns:

- Repairs to Westbrook Pump Station \$122,200
- Main Line Camera 88,000

Additional discussion included the following topics:

- Golf course revenues, the number of golf carts being leased and daily usage of golf carts, and potential leasing of the golf course was discussed.
- Agency contributions were discussed.
- Council requested additional information on decrease/increase in total debt.
- Requested positions not recommended were discussed.
- Councilmember Aycock suggested the City move to a matching 401 (k) up to 5% by the City for all non-sworn employees.
- The Business Incentive Grant
- Councilmember Allen suggested the repairs at Westbrook Pump Station (\$122,000) and the Main Line Camera (\$88,000) be added back into the budget.
- Councilmember Williams stated he was not in favor of a tax increase.

Council recessed at 4:50 p.m.

Council resumed at 5:28 p.m. in Council Chambers in City Hall at 214 N. Center Street.

Additional items discussed included the following:

Draft Feasibility Study from I-795/US 117 from I-40 to Goldsboro. Ms.

Jennifer Collins shared in 2001, the US 117 South Corridor Feasibility Study proposed a freeway on new location to connect the freeway north of NC 581 with US 117 south of Goldsboro. This feasibility study identifies potential alignments and is the initial step in planning and design process for this project. Its purpose is to describe the proposed project, including costs, and to identify potential problems that may require consideration in the future planning and design phase. The US 117 corridor is a major north-south corridor in eastern North Carolina and is planned as a future freeway in the NCDOT Strategic Highway Corridor System. The purpose of the project is to complete a missing freeway link in the I-795 corridor and join I-40 with I-95. This will enhance north-south mobility and interstate connectivity through this region of eastern North Carolina. The extended interstate corridor would connect cities and industrial centers that are important to national defense, economic growth, and job creation.

Ms. Collins displayed project maps with several alternatives listed. Descriptions of the alternatives and cost estimates were shared. Ms. Collins shared the following information:

- Alternative 1 has an estimated total cost of \$346,100,000 and relocates 116 residences, 73 businesses and graves from two cemeteries. It has a lower cost estimate than Alternatives 1A, 4 and 4A. It displaces fewer residences, but it displaces or eliminates access to the largest number of businesses.
- Alternative 2 has an estimated total cost of \$343,900,000 and relocates 125 residences and 11 businesses. It is consistent with the route shown on the Goldsboro Urban Area 2040 Metropolitan Transportation Plan Update and would displace the least number of businesses. However, it requires the most extensive bridging and the greatest amount of construction on new location across sensitive environmental areas.
- Alternative 3 has an estimated total cost of \$344,000,000 and relocates 141 residences and 59 businesses. It has a lower cost, relocates the most residences, would require two FEMA buyout properties, and has the potential to impact three parks/ recreational facilities, a cemetery, and a volunteer fire department.
- Alternative 4 has an estimated total cost of \$364,000,000 and relocates 137 residences and 35 businesses. Alternative 4A is similar to Alternative 4, has an estimated total cost of \$347,300,000, and relocates 127 residences and 30 businesses. Alternatives 4 and 4A have higher costs, the potential to impact two parks/ recreational facilities and a cemetery, and require longer bridges over river and wetland systems than Alternatives 1, 1A, or 3.

Wayne County officials recommend considering Alternatives 1, 4, and 4A. Between NC 581 (Ash Street) and NC 581 (Arrington Bridge Road), important local issues for these alternatives include:

- Accommodating access to downtown Goldsboro and major hospital, correctional center, and agricultural facilities.
- Locating the alignment and service roads to maintain property access.
- Avoiding or minimizing impacts to FEMA buyout properties and Old Waynesborough Park (near Elm Street).

Future environmental and design studies should address options to avoid and minimize impacts to properties, community resources, and environmental features. Detailed design analysis may consider refining the design criteria and locating the alignment so that it has the least disruption to properties and other sensitive resources.

Ms. Collins stated if you have any comments regarding the draft study, please share those with her and/or Mr. Scott Stevens and they will share those with NCDOT.

Proposed Property Demolitions. Mr. Allen Anderson provided Council with an update on the RFQ. On Monday, May 4, 2015, in accordance with the provisions of the N.C. General Statutes, sealed bids were publicly opened for the abatement and demolition of the 15 condemned residential properties listed below:

1. 1805 Ball Street
2. 607 W. Chestnut Street
3. 703 Corney Street
4. 314 Fedelon Trail
5. 409 N. James Street
6. 912 N. John Street
7. 506 S. Leslie Street
8. 410 Lime Street
9. 604 W. Mulberry Street
10. 700 Rudolph Street
11. 415 S. Slocumb Street
12. 417 S. Slocumb Street
13. 110 Carriage Road
14. 302 S. John Street
15. 305 W. Mulberry Street

Mr. Allen shared the owner of 110 Carriage Road has posted a bond and has obtained a demolition permit. He also shared Preservation North Carolina (PNC) has requested additional time to renovate 302 S. John Street and 305 W. Mulberry Street.

Mayor Pro Tem Allen asked Mr. Allen how much additional time was PNC requesting. Mr. Allen stated as he understood, representatives from PNC would be attending the next Council meeting to share information regarding their request. Mayor Pro Tem Allen

stated he felt that PNC should also post a bond. Mr. Stevens suggested PNC post a bond and funds could be released as the work progresses.

Council agreed.

Council Appointee for Transportation Advisory Committee. Upon motion of Councilmember Headen, seconded by Councilmember Williams and unanimously carried, Council appointed Councilmember Aycock to replace Councilmember Headen on the Transportation Advisory Committee (TAC).

Work Session and Council Meeting Time and Location. Mayor Pro Tem Allen recommended Council go back to its normal schedule, to hold Work Sessions at approximately 5:00 p.m. in the Large Conference Room in the City Hall Addition and Council Meetings at 7:00 p.m. in Council Chambers located in Historic City Hall. Mayor Pro Tem Allen made a motion to move the meetings back to the normal schedule and location; to hold Work Sessions at approximately 5:00 p.m. in the Large Conference Room in the City Hall Addition and Council Meetings at 7:00 p.m. in Council Chambers located in Historic City Hall. The motion was seconded by Councilmember Broadway. Mayor King, Mayor Pro Tem Allen, Councilmember Headen, Councilmember Broadway, Councilmember Williams and Councilmember Aycock voted in favor of the motion. Councilmember Goodman voted against the motion. Mayor King declared the motion carried with a 6:1 vote.

There being no further business, the work session adjourned at 5:57p.m.

CITY COUNCIL MEETING

The Mayor and Council of the City of Goldsboro, North Carolina, met in regular session in Council Chambers, City Hall, 214 North Center Street, at 6:00 p.m. on May 18, 2015 with attendance as follows:

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

The meeting was called to order by Mayor King.

The invocation was given by Councilmember Williams.

Approval of Minutes. Approved. Upon motion of Councilmember Aycock, seconded by Councilmember Goodman, and unanimously carried, Council approved the

Minutes of the City Council Retreat on March 24 -25, 2015 and the Work Session and Regular Meeting Minutes of April 6, 2015 as submitted.

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

1. Tommy Gibson, 662 Country Day Road, Goldsboro, NC stated he is here to speak on behalf of WAGES and the Nutrition Program.

Mayor King requested Mr. Gibson to please wait until the Budget Public Hearing to speak.

2. Janet Kroboth, 307 Smith Place, Goldsboro, NC stated she is here representing several who participate in the Senior Games. We appreciate the support you have given us during the senior games. Ms. Kroboth stated as a part of the senior games, many of them have become involved in pickle ball. It is a cross between ping pong, badminton and tennis. Ms. Kroboth shared it is one of the fastest growing sports and it is the sport of the future. Ms. Kroboth requested Council consider dedicating two tennis courts for pickle ball at Herman Park. Ms. Kroboth shared several communities including Greenville, Pinehurst, Jacksonville, Asheville and Raleigh already have several pickle ball courts. Ms. Kroboth thanked Council for their time and consideration.

Mayor Pro Tem Allen asked if a pickle ball court was the same size of a tennis court. Ms. Kroboth stated you can actually fit 2 to 3 pickle ball courts on one tennis court.

Ms. Kroboth shared they would prefer the courts be located at Herman Park as many of the senior activities are held at Herman Park Center.

Mr. Stevens suggest Council refer the request to the Recreation Advisory Commission to consider and provide a recommendation for Council to consider.

3. Sylvia Barnes, 1708 Laurel Street, Goldsboro, NC stated she was sitting in the back when she heard the motion Mr. Allen made in going back to the usual way of doing the work session. She stated she is only speaking for herself, she does not like that because she thinks as a citizen and taxpayer here, whether it is videotaped, you should be able to come, to be a part of it.

Mayor Pro Tem Allen shared you can come. Ms. Barnes stated she just feels this is more effective, and she would like to remind you all that you are elected by the people, thank you.

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

Resolution Expressing Appreciation for Services Rendered by Deborah Sue Chance as an Employee of the City of Goldsboro for more than 14 Years. Resolution Adopted. Ms. Sue Chance retires on June 1, 2015 as a Community Affairs Specialist within the Community Affairs Department of the City of Goldsboro with more than 14 years of service. Sue has expertly carried out her position as a Community Affairs Specialist and has guided the lives of Goldsboro students as the advisor of the Goldsboro Youth Council. Sue has proven herself to be a dedicated and efficient public servant who has gained the admiration and respect of her fellow workers and the citizens of the City of Goldsboro. The Mayor and City Council of the City of Goldsboro are desirous, on behalf of themselves, the other City officials and employees and the citizens of the City of Goldsboro, of expressing to Sue Chance their deep appreciation and gratitude for the service rendered by her to the City over the years. We express to Sue Chance our deep appreciation and gratitude for the dedicated service rendered during her tenure with the City of Goldsboro. We offer Sue our very best wishes for success, happiness, prosperity and good health in her future endeavors.

Upon motion of Mayor King seconded by Mayor Pro Tem Allen and unanimously carried, Council adopted the following entitled Resolution.

RESOLUTION NO. 2015-33 “RESOLUTION EXPRESSING APPRECAITON FOR SERVICES RENDERED BY DEBORAH SUE CHANCE AS AN EMPLOYEE OF THE CITY OF GOLDSBORO FOR MORE THAN 14 YEARS”

Mayor King presented Ms. Sue Chance a framed copy of the Resolution.

Ms. LaTerrie Ward stated on behalf of the Community Affairs Office she would like to say Sue cannot be replaced. Every time she has called on Sue, Sue has been there. There has not been a citizen who came in the office and needed something that Ms. Chance was not there. Ms. Ward stated on behalf of the Mayor’s Youth Council and the Community Affairs Commission, she would like to congratulate Sue and say enjoy.

Goldsboro Youth Council Senior Recognition. Ms. LaTerrie Ward shared the Youth Council represents 11 different high schools: Charles B. Aycock, Eastern Wayne, Goldsboro, Rosewood, Southern Wayne, Spring Creek, Wayne Country Day, Wayne Christian, Wayne Early Middle College, Wayne School of Engineering and one home school.

This year’s accomplishments included refurbishing the memorial garden at Edgewood Developmental School with the help of a grant from the Governor’s Office and some special volunteers, the Aktion Club, Public Works and Parks & Recreation Departments.

The Youth Council participated in the following events:

- Prepared 1100 bagged lunches for the homeless.
- Prepared 3 Thanksgiving Baskets for needy families.
- Assisted DGDC with Jazz on George and Lights Up.

- Assisted the Arts Council with their fashion show and the Taste of Wayne.
- Assisted Hunger Now with preparing 16,000 meals to go overseas to needy families.

Tonight the seniors will receive a certificate from the State of NC, signed by the Secretary of the Department of Administration for their outstanding accomplishments and the City of Goldsboro will present them with a token of our appreciation. There are some students are unable to attend because of work schedules and other commitments.

As the seniors prepare to come forward, Ms. Ward stated she would like to ask members of the City Council, City Attorney and City Manager to please come down to the front.

Ms. Ward recognized the following seniors:

Waverly Brown	Goldsboro High School
Ke'Naysha Casper	Wayne Early Middle College High School
Arlin Castellanos	Wayne Early Middle College High School
DeAnjur Coney	Wayne Early Middle College High School
Anna Cooke	Rosewood High School
Sidney Cox	Wayne School of Engineering
Savannah Eason	Goldsboro High School
Zhyel Henderson	Wayne School of Engineering
Trey Hinton	Wayne Christian School
Arron Mobley	Eastern Wayne High School
Imani Oliver	Eastern Wayne High School
Tanner Rose	Wayne Christian School
Marquia Ward	Eastern Wayne High School
Geoffrey Whitley	Wayne Early Middle College High School
Graham Withrow	Rosewood High School

Ms. Ward stated students raised enough money to have (2) \$500 scholarships, (2) 250 scholarships and (1) \$125 scholarship. The winners were selected based on the following criteria:

- Number of meetings attended this year
- Participation in the number of service projects
- Volunteering and extra-curricular activities
- Maintaining a min. of a 3.5 GPA
- Two letters of recommendations from Principals or Teachers
- Meeting the requirements set forth in the by-laws of the Mayor's Youth Council
- And a 15 minute interview by an adhoc committee of the Community Affairs Commission. Tonight the seniors will find out who will receive the scholarships.

The \$125 scholarship is presented to:

DeAnjur Coney

The (2) \$250 scholarships are presented to:

Imani Oliver
Zhyel Henderson

The (2) \$500 scholarships are presented to:

Savannah Eason
Waverly Brown

Mayor King congratulated the students and thanked the parents, the teachers and principals and all those involved in the students lives.

Sanitation Update. Mr. Jose Martinez shared the following information:

Status

- Program will go “live” on June 1, 2015
- A part of the program required the reduction of 9 personnel within the Sanitation division.
 - We have currently reduced those numbers by 7 (all through attrition or movement within the City)
 - The last 2 movements are being advertised now and are anticipated to take place on July 1, 2015.
- Drivers are picking up ~ 700-900 stops/day with trucks.
 - Note: This is with operating outside of the new rules that take effect June 1st. Goal is to reach ~1200 stops/day

Public Education Summary

- Fliers were sent in Utility Bill to all citizens
- Update webpage and Web tools
- Incorporating Public Works Facebook Page
- Stickers showing proper bin placement has started to be put on trash bins.
- “Violation Stickers” will start to go on trash bins this week before the program goes live (as a courtesy)
- Interview with WGTC & Radio Station

Mr. Martinez shared information regarding the updated webpage, calendar and sanitation route look-up form.

Potential Issues

- Citizen Participation
 - Overflow Trash and Incorrectly Placed Bins
 - With all of our current efforts, it still appears that 30-50% of citizens are not following the guidelines. (some areas are much higher)
 - Remember earlier in the presentation where we were only picking up 700-900 bins/day. Goal =1200+

- Without adherence to ordinances, we will not be able to meet our goal and will need additional manpower.
- We have proposed a call-back service for those that didn't follow the guidelines, but the department simply doesn't have manpower to do call-back for 20-40%.
- Short Term Solution
 - Actively start giving violation stockers out before program goes live. This is our last remaining method of educating our public.
 - When program goes live, we will not be able to service those that do not follow guidelines. The homeowners options will be to pull their trash back in for a week or take them to one of the 13 different county convenient drop-off points. (These addresses will be put on the website.
- Once citizens become acclimated to the new requirements, call-back service can be implemented.

Mr. Martinez thanked Council for their time.

Public Hearing – Recommended 2015-16 Operating Budget. Public Hearing Held. The Local Government Budget and Fiscal Control Act of the State of North Carolina requires that after a recommended Budget has been presented to the elected officials, a public hearing on its contents be held prior to the formal adoption of the Budget Ordinance.

North Carolina state law, specifically General Statute No. 159-12, requires local governments to publish a statement that the Budget Officer has presented the proposed Budget to the governing board and filed a copy of that proposed Budget with the City Clerk for public inspection.

General Statute No. 159-12 also requires that the City Council hold a public hearing prior to adopting the Budget Ordinance to allow citizen input concerning the Budget. The public hearing on the Recommended Budget for Fiscal Year 2015-16 is scheduled to be held before the City Council of the City of Goldsboro at its meeting on May 18, 2015. An advertisement was published in the Goldsboro News Argus on May 4, 2015, relative to the holding of a public hearing.

Ms. Kaye Scott presented the following information:

Total Budget

Fiscal Year 2014-15 Adopted	Fiscal Year 2015-16 Recommended	Difference
\$54,038,688	\$54,698,375	\$ 659,687

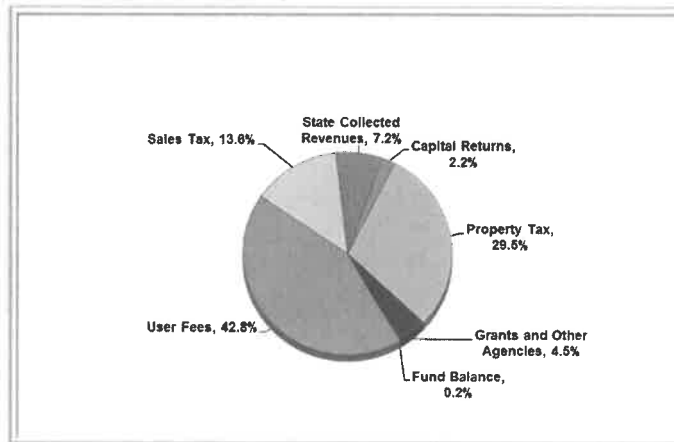
*** N.C. General Assembly eliminated the local privilege license taxation for municipalities effective July 1, 2015. The privilege license revenue loss for Goldsboro is over \$400,000 or approximately 2 cents on our tax rate. In an effort to offset some of this impact on the City's budget, a 1 cent tax increase is included in FY 2015-16 recommended budget.*

Recommended Budget For Fiscal Year 2015-16

Revenue Sources

User Fees	<i>Revenue</i> \$23,429,816
Property Taxes	16,117,135
Sales Tax	7,450,000
State Collected Local Revenues	3,959,600
Capital Returns	1,182,044
Grant and Other Agencies	2,463,300
Fund Balance Withdrawals	<u>96,480</u>
Total Anticipated Revenue	\$54,698,375

Where it comes from:



Recommended Budget for Fiscal Year 2015-16

<i>Fund</i>	<i>Expense</i>
General Fund	\$37,849,172
Utility Fund	16,202,430
Occupancy Tax	575,050

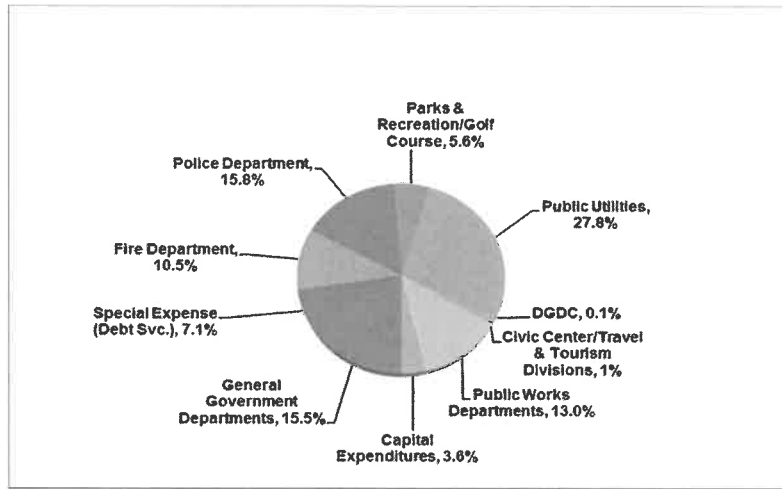
Downtown District

71,723

Total All Funds

\$54,698,375

Where it goes:



Agency Support Recommendations

Agency	FY 14-15 Allocation	FY 15-16 Requested Amount	FY 15-16 Recommended Amount
	Total	Total	Total
Chamber of Commerce	15,000.00	20,000.00	10,000.00
Literacy Connections	12,000.00	26,500.00	12,000.00
Boys & Girls Club	13,182.00	35,000.00	13,000.00
Arts Council	25,000.00	30,000.00	25,000.00
WAGES	20,000.00	20,000.00	0.00
W.A.T.C.H.	20,000.00	40,000.00	20,000.00
Museum	22,000.00	22,000.00	12,000.00
Wayne Uplift	8,000.00	20,000.00	7,000.00
Communities in Schools	15,000.00	15,000.00	15,000.00
The Mental Health Association	0.00	2,500.00	0.00
Cumberland Community Action	5,000.00	7,280.00	5,000.00
Wayne Comm. College (WORKS)	7,000.00	11,600.00	9,284.00
W.I.S.H.	20,000.00	50,000.00	15,000.00
	182,182.00	299,880.00	143,284.00
Wayne County Alliance	75,000.00	75,000.00	75,000.00
Butterball Economic Incentive	17,500.00	13,000.00	13,000.00
One NC Fund Grant	17,125.00	15,000.00	15,000.00
Goldboro/Wayne Transportation	248,240.00	222,740.00	222,740.00
	540,047.00	625,620.00	469,024.00
Waynesborough Park	30,000.00	35,000.00	25,000.00
Occupancy Tax	30,000.00	35,000.00	25,000.00
Totals	\$ 570,047.00	\$ 660,620.00	\$ 494,024.00

Agency Recommendations/Funding Source

Agencies	FY 14-15 Allocation	FY 15-16 Requested Amount	FY 15-16 Recommended Amount
General Fund			
Chamber of Commerce	15,000.00	20,000.00	10,000.00
Literacy Connections	5,000.00	14,000.00	7,000.00
Arts Council	25,000.00	30,000.00	25,000.00
Boys & Girls Club	0.00	15,000.00	0.00
WAGES	20,000.00	20,000.00	0.00
W.A.T.C.H.	20,000.00	40,000.00	20,000.00
Museum	22,000.00	22,000.00	12,000.00
Wayne Uplift	5,000.00	10,000.00	5,000.00
Communities in Schools	15,000.00	15,000.00	15,000.00
The Mental Health Association	0.00	2,500.00	0.00
Wayne County Alliance	75,000.00	75,000.00	75,000.00
Butterball Economic Incentive	17,500.00	13,000.00	13,000.00
One NC Fund Grant	17,125.00	15,000.00	15,000.00
Goldsboro/Wayne Transportation	248,240.00	222,740.00	222,740.00
W.I.S.H.	0.00	20,000.00	0.00
OCCUPANCY TAX FUND			
Waynesborough Park	30,000.00	35,000.00	25,000.00
COMMUNITY DEVELOPMENT FUND			
Literacy Connections	7,000.00	12,500.00	5,000.00
Boys & Girls Club	13,182.00	20,000.00	13,000.00
Wayne Uplift	3,000.00	10,000.00	2,000.00
Cumberland Community Action	5,000.00	7,280.00	5,000.00
Wayne Comm. Colleges (WORKS)	7,000.00	11,600.00	9,284.00
W.I.S.H.	20,000.00	30,000.00	15,000.00
Totals	\$ 570,047.00	\$ 660,620.00	\$ 494,024.00

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

1. Brantley Partin, 303 Linwood Avenue, Goldsboro, NC stated he is the Director of the Wayne County Museum, and he would like to thank Council for the support they have provided over the years. Mr. Partin shared the additional \$10,000 provided last year has helped tremendously including providing an intern this summer. He briefly talked about the advancements that have been made through the support provided and requested a \$22,000 contribution for this year. Mr. Partin shared the number of visitor are up. He thanked Council for their consideration and support.
2. Lawrence Merritt, 179 Titleist Drive, Goldsboro, NC stated he is a resident of Goldsboro and moved here about 8 years ago. He stated he chose Goldsboro because he liked Parks and Recreation, the Police Department, the Fire Department and the other services the City provides, however, over the last year he has met with Mr. Barnard and Mr. Stevens to share his concerns about the golf course. Both have been helpful and promptly responded to his questions. He stated his main concern is a quarter of a million dollars that the taxpayers supplement each year to the golf course. He stated the golf course is a business model that should make money. When it does not make money is closes. Mr. Merritt shared his concerns regarding taxpayers supplementing the golf course. He asked Council to direct the City Manager to come up with a plan to reduce the taxpayers' supplement to the golf course by 10% each year over the next 5 years. At the end of 5 years, if there is no end in sight for the taxpayers to bail out the golf course, he would ask the golf course be closed, sold or leased. He thanked Council for their time and consideration.

3. Pat Yates, 2001-D East Ash Street Goldsboro, NC, thanked Council for their partnership over the years with Literacy Connections. Ms. Yates shared the following information:

What is holding back progress in the City of Goldsboro?

- Could it be...Economic development? Education? Unstable families? Healthcare? Unemployment? Crime rate? Poverty?
- Lack of basic reading, math and computer --
- LIFE SKILLS!

**Demographics
2010 Census**



Wayne County Population	122,623	100%
Adults (18+)	90,986	74.2%
Adult Non-Readers	9,986	10%
Level I Literacy Adults (non-readers + very low readers)	23,656	26%
Level II Literacy Adults	29,116	32%

Ms. Yates stated 58% of adults in Wayne County read below a 9th grade level which equals 52,772 adults. The most effective intervention for these adults is one-on-one tutor/student instruction. Ms. Yates shared the following statistics:

- As of March 2015, Literacy Connections of Wayne County has served over 800 of those students, helping them learn to read, to do basic mathematics and to use a computer.
- Those students went on to get jobs, to grow healthier, to be better parents, to earn driver's licenses, to become active in their churches, to purchase homes, to enroll earn high school credentials, to enroll in college, to volunteer in their communities, and to vote.
- These outcomes were provided by the services of over 357 trained community volunteers who provided over 22,735 hours of instruction to low literacy adults over 4 years. Those hours are valued by our national literacy organization, ProLiteracy, at over \$512,917....and they continue to grow every day.
- For a total of \$24,000 investment the City of Goldsboro has provided \$172,000 in adult literacy instruction (6 full-time teaching positions), over 10,200 hours of adult literacy instruction, full-time employment for 6 residents of the City of Goldsboro and scholarships for all 6 instructors totaling \$33,000. Thank you!

Ms. Yates asked could we do better, together, next year.

	Match Fund	Running Total	Value F/T instructor(s)	Running Total
2015-2016				
3 AmeriCorps Instructors	\$21,000	\$ 62,500	\$96,000	\$ 268,000

CDBG = \$5,000 Budget = \$7,000

Ms. Yates thanked Council for their support and consideration.

Mayor Pro Tem Allen asked if an extra position was provided, what that would equate to as far as how many more people would it help. Ms. Yates replied 100 to 150 additional people could be assisted. She stated the numbers fluctuate and individuals are tested every 60 days. Ms. Yates shared 80% of the participants live in poverty. They discussed funding sources and the Literacy Council's budget.

Councilmember Aycock commended Ms. Yates and the Literacy Connection for their work. Councilmember Aycock asked if there was any other place for adults to learn to read. Ms. Yates stated with those who have learning disabilities and are impoverished sometimes a main stream solution is not effective. Many of the students went through a main stream classroom and were not able to learn to read.

Mayor King thanked Ms. Yates.

4. Tommy Gibson, 662 Country Day Road, Goldsboro, NC shared when he was Mayor, the first budget he presided over was \$5,000,000. Goldsboro is bigger and better. He stated on behalf of WAGES Meals on Wheels Program. Last year Council graciously gave \$20,000 which helped some of those on the waiting list, adding a new route at Greenleaf Village on William Street. In addition to the new route of 16 people, they were able to add 41 additional people to the Goldsboro Meals on Wheels routes with these and other local funds. Mr. Gibson shared statistical data on the number of meals served monthly. He shared once he retired he began volunteering for the Meals on Wheels program once a week. Mr. Gibson shared the success of the Meals on Wheels program depends on community involvement, financially as well as through volunteerism. Mr. Gibson stated a request was submitted for the 2015-16 program year for \$20,000 to continue the new route. \$20,000 will feed 20 homebound seniors for one year. Thank you for your consideration in continuation of funding Meals on Wheels.

Councilmember Aycock shared he will fill in for Route L and they always ask where is Mr. Tommy, that's how well Mr. Tommy is thought of.

Councilmember Headen shared Tommy has been coming through his neighborhood for some time, you and Martha both, the lady you have been serving passed away. Councilmember Headen stated he spoke with her family and they said one of the

highlights of her day was you guys bringing her a meal. Councilmember Headen also shared Tommy is one of the best pharmacists he worked with and he misses him so much.

5. Scott LaFevers, 110 W. Lockhaven Drive, Goldsboro, NC stated he has served on the Chamber of Commerce Board of Directors for 5 years and currently serves as Chairman. He thanked Council for their support. Since serving on the board he has seen not only the importance of the Chamber itself but also the significance of the bond they establish through the community. The Chamber is definitely headed in the right direction but there is still work to make a Chamber everything it can be. We still need the City's support to continue to facilitate as many community relationships as possible. Since 2007, the Chamber has worked diligently to get out of financial turmoil. In recent years, operational changes have been made to ensure the Chamber would not only be able to carry out its mission but to once again become a driving source for our community with a goal to become the gold standard. Mr. LaFevers introduced Ms. Kate Daniels, Executive Director of Wayne County Chamber of Commerce.
6. Kate Daniels, 308 N. William St, Goldsboro, NC, stated she would like to echo Dr. LaFevers' comments and praise each of you for your support over the years in your efforts to ensure the City of Goldsboro is a community that is moving forward. She stated she stands before Council to request the full funding appropriation provided last year to the Chamber. Since 2001, the City has appropriated \$15,000 in dues and this year's proposed budget cuts that by \$5,000. The \$5,000 proposed cut would be incredibly distressing to the Chamber's budget. The remaining \$5,000 if the \$20,000 requested is for sponsorships towards our total resource campaign. She stated the Chamber has worked diligently to position itself and overcome prior debt. We are moving in the right direction but have not yet turned the corner. Currently the Chamber serves 577 business that collectively employ over 35,000 residents. Of those 577 businesses, 458 are right here in the City of Goldsboro. Ms. Daniels highlighted some of the programs and events offered through the Chamber. She thanked Council for their support and consideration.

Councilmember Headen stepped out at 7:22 p.m.

7. Lonnie Casey, Jr., 1700 Slocumb Street, Goldsboro, NC Chairman of the Watchdogs of Wayne County, stated he would have to congratulate Mayor Pro Tem Allen on the work session. He spoke in opposition of façade grants and business incentives offered through DGDC. He stated Julie had stated that no business had gone out of business that had received grant monies, but the Matchbox received a grant and went out of business. He stated Mayor Pro Tem Allen is wrong about the other thing, I agree with Ms. Barnes on the work sessions. Mr. Casey stated the taxpayers do not need to subsidize someone's rent.

No one else spoke and the public hearing was closed.

Consent Agenda - Approved as Recommended. City Manager, Scott A. Stevens, presented the Consent Agenda. All items were considered to be routine and could be enacted simultaneously with one motion and a roll call vote. If a Councilmember so requested, any item(s) could be removed from the Consent Agenda and discussed and considered separately. In that event, the remaining item(s) on the Consent Agenda would be acted on with one motion and roll call vote. Mayor Pro Tem Allen moved the items on the Consent Agenda, Items E, F, G, H, I, J, K and L be approved as recommended by the City Manager and staff. The motion was seconded by Councilmember Williams, and a roll call vote resulted in all members voting in the affirmative. Mayor King declared the Consent Agenda approved as recommended. The items on the Consent Agenda were as follows:

Fiscal Year 2014-15 Budget Amendment. Ordinance Adopted. During FY 2014-15, there have been several changes to the City's revenues and expenditures. These changes/adjustments must be shown in the budget.

There are several departments/divisions that require budget revisions for FY 2014-15.

1. The City has received donations associated with acquiring land adjacent to Willowdale Cemetery. An appropriation is needed to allocate the expenditures and donation in the amount of \$15,289.26.
2. At the December 1, 2014 meeting, Council agreed for the Fire Department to purchase additional portable radios at a cost of \$17,371.00.
3. The first payment for the Eastern Regional Loan with the County of Wayne was paid in May 2015 in the amount of \$128,648.95. This amount needs to be funded.
4. Additional construction management funding is necessary for the Gateway and Walnut Street Projects in the amount of \$60,000. This extra cost should be adequate to complete these projects.
5. The City of Goldsboro/County of Wayne has been awarded funding from the North Carolina Department of Environment and Natural Resources in the amount of \$200,000. This funding will be utilized for the construction of a section of the Reedy Creek Greenway. An appropriation is needed to allocate the award and expenditures.
6. Within the Travel and Tourism Division, the City received the reimbursement for the N.C. Tennis Association expenses in the amount of \$14,965.27. The Little Bank closed on the property located on Ash Street in the amount of \$665,000, which added to the property sales revenue. Also, due to the refinancing associated with the Tiger Grant match in July 2014, an additional \$46,113.82 is needed for the Paramount loan debt service payment.
7. The City of Goldsboro received additional revenue funding during this fiscal year that need to be reflected in this year's budget:
 - a. Eastern Regional Loan Proceeds \$636,876

- b. Reimbursement from Loan Proceeds \$475,000
(Engineering for Streetscape)
- c. Additional ABC Revenue \$171,778

Staff recommended Council adopt the following entitled budget ordinance to reflect the changes to the City's FY 2014-15 budget. Consent Agenda Approval. Allen/Williams (6 Ayes- Headen Absent)

**ORDINANCE NO. 2015-19 "AN ORDINANCE AMENDING THE BUDGET
ORDINANCE FOR THE CITY OF GOLDSBORO FOR THE 2014-15 FISCAL"**

Consider the Authorization of an Installment Financing Contract for the Tax-Exempt Financing for the Construction of W.A. Foster Recreation Center/Purchase and Renovations of the Country Club. Resolution Adopted. The City of Goldsboro desired to enter into a proposed installment financing agreement pursuant to N.C.G.S. 160A-20 for the purpose of funding the construction of W. A. Foster Recreation Center/purchase and renovations of the Country Club property. The proposed financing is \$6M for W.A. Foster construction and \$1.2M for the purchase of and renovations of the property located at 15010 S. Slocumb Street.

Request for proposals (RFP's) were mailed on March 12, 2015 with three financial institutions responding. Sterling National Bank was the only institution that submitted a proposal for both projects. Two of the institutions only presented financing associated with Country club property. The City's financial advisors have been working with a representative from the Sterling National Bank on documentations and requirements connected with the financing. The proposal presented includes a rate of 2.85% with level principal at a 15-year term.

Staff recommended Council adopt the following entitled Resolution authorizing the City Manager, City Clerk and Finance Director to enter into the installment financing contract with Sterling National Bank in the amount of \$7,200,000 subject to the finalization of the funding documents and approval of the Local Government Commission. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

RESOLUTION NO. 2015-34 "RESOLUTION TO APPROVE AN INSTALLMENT CONTRACT"

Request for Purchase of a New 35 HP, 72" Cutting Deck Super Z Lawnmower for the Streets and Stormwater Division. Approved. As part of the re-assignment of personnel for the Fully-Automated Truck program, the Streets and Stormwater division has taken additional grass-cutting duties over from contracted grass-cutting and will be receiving two transferred Sanitation Employees over to the division to perform the work. This new mower is required for the additional workload.

Due to the additional work load, this would be a new purchase and not a replacement of an existing mower. The lowest bid/cost for the mower is \$10,169.15. There are existing

funds in a separate division within the Public Works Department to purchase the mower and will transfer the money internally if approved. Therefore, the purchase would not require a budget amendment.

It was recommended Council approve staff requests to purchase a new Super Z 35 HP, 72" cutting deck mower with existing Public Work funds. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

Authorization of an Agreement with Schnabel Engineering for Professional Services on New River Intake Feasibility Study. Resolution Adopted. For decades, the City of Goldsboro has dredged river sediments from around its current Neuse River water intake screen to keep it operating properly as a drinking water supply. The City has installed a skimming wall near the intake screen to accelerate the velocity of the water near the screen to attempt to keep sediments from settling in this area. This effort has had a beneficial effect but dredging is still required.

In 1941 the U.S. Army Corps of Engineers constructed a 6,400 foot long cut-off channel (12 foot deep and 20 foot wide). It is thought that the Corps cut-off channel is a major contributing factor for the sedimentation near the City's water intake. This is because the river velocity from the main river channel was split in two streams, decreasing the water velocity in the main river channel downstream where the City's river intake is located. During an engineering sedimentation evaluation, a detailed hydrographic river bed profile study was performed on July 22, 2010 using echo sounding equipment of a 3.8-mile section of the river extending from the City's water intake upstream to a point about 0.5 miles above the intersection (bifurcation) of the river's main channel and the Corps of Engineer's Cut-off channel. This river profiling study showed the river varied in depth between 5 to 13 feet upstream of the Corps cut-off channel and became shallower downstream of it from 1 to 6 feet in depth.

An upstream river intake in deeper water would provide a better long-term water supply, particularly in drier conditions. A proposal has been received from Schnabel Engineering to conduct a study on the feasibility and estimated cost to construct a new water intake just upstream of the Corps' cut-off channel in deeper water for an amount not to exceed \$50,900.

It is recommended the City Council adopt the following entitled Resolution authorizing the City Manager to execute a contract with Schnabel Engineering not to exceed \$50,900 for a new river intake feasibility study. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

RESOLUTION NO. 2015-35 "RESOLUTION AWARDING AND AUTHORIZING EXECUTION OF A CONTRACT WITH SCHNABEL ENGINEERING FOR PROFESSIONAL SERVICES ON THE NEW RIVER INSTAKE STRUCTURE FEASIBILITY STUDY"

Surplus Website Disposal – HillbillyHike.com. Approved. The City of Goldsboro purchased and developed the Hillbilly Hike website to promote mud-racing in Goldsboro.

The Parks and Recreation staff has been approached by previous event sponsor Highway55 to purchase the Hillbilly Hike website and associated domains. Although the Parks and Recreation Department has no intent to take the lead in the sponsorship of mud-racing at this time, we would likely cooperatively promote, host and coordinate future races. Transitioning ownership would allow the continuance of a quality event in our community. Our consideration would be in the form of continued partnership on this and future events.

Staff recommended Council allow transfer of ownership of the associated Hillbilly Hike domains and current content. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

Agreement and Easement for Encroachment. Approved. The City of Goldsboro has a sanitary sewer easement in the Cassedale Subdivision, Section 3 as described in Plat Cabinet A, Slide 124-AA of the Wayne County Registry. Mr. & Mrs. Tommy Tillman, property owners of Lot 5 of Cassedale Subdivision, Section 3, propose to develop Lot 5 for residential use.

The Wayne County Environmental Health Department has informed the property owners that in order to install a septic system servicing the proposed residence requires encroachment upon the City's sanitary sewer easement.

Staff has reviewed this request and the easement location and found no detrimental effect to the City of Goldsboro with granting the encroachment within the easement area at this time; however, it is recommended that an agreement be executed to protect the City of Goldsboro's interest in future use of the easement area.

Staff recommended the City Council authorize the Mayor and City Clerk sign the agreement and easement for encroachment pertaining to development of Lot 5 of Cassedale Subdivision-Section 3. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

Setting Public Hearing – Neuse River Basin Regional Hazard Mitigation Plan. Resolution Adopted. North Carolina Emergency Management summarizes hazard mitigation as follows: "Hazard mitigation involves the use of specific measures to reduce the impact of hazards on people and the built environment. Measures may include both structural and nonstructural techniques, such as protecting buildings and infrastructure from the forces of nature or wise floodplain management practices. Actions may be taken to protect both existing and/or future development. It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made."

The Federal Emergency Management Agency (FEMA) has given preliminary approval of the Neuse River Basin Regional Hazard Mitigation Plan (HMP) stating that all jurisdictions should proceed with adoption of the plan. A digital copy of the draft Regional HMP can be accessed at <http://www.neuseriverregionalhmp.org/>.

Adoption of the Regional HMP will require scheduling of a public hearing and adoption of a resolution by the City Council. The City's failure to adopt the plan immediately could jeopardize the ability to secure emergency response funding in the event of a natural disaster.

Staff recommended the City Council adopt the following entitled Resolution setting a public hearing for Monday, June 15, 2015. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

RESOLUTION NO. 2015-36 “PRELIMINARY RESOLUTION AS TO THE INTENT OF THE CITY COUNCIL OF THE CITY OF GOLDSBORO TO ADOPT THE NEUSE RIVER BASIN REGIONAL MITIGATION PLAN SETTING A PUBLIC HEARING”

Monthly Reports. Accepted as Information. The various departmental reports for the month of April, 2015 were submitted for the Council’s approval. It was recommended that Council accept the he reports as information. Consent Agenda Approval. Allen/Williams (6 Ayes – Headen Absent)

End of Consent Agenda.

City Manager’s Report. Mr. Stevens congratulated all those involved in the Air Show on a phenomenal event. The weather cooperated and it was a great event. The count as of this afternoon was 205,000 people who attended the Air Show. A lot of thanks to our friends at Seymour Johnson Air Force Base and to the others in our community who participated as well.

City Attorney’s Report and Recommendations. No report.

Councilmember Headen returned at 7:33 p.m.

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

Proclamation – National Public Works Week. Mayor King proclaimed the week of May 17th – May 23rd, 2015 as “Nation al Public Works Week” in Goldsboro, North Carolina and do hereby call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Mayor King stated he appreciated the hard working people in Public Works and thanked them for a job well done.

Proclamation – Poppy Days. Mayor King proclaimed May 22nd-May 25th, 2015 as “Poppy Days” in the City of Goldsboro, North Carolina, and asked all citizens to pay tribute to those who have made the ultimate sacrifice in the name of freedom by wearing the Memorial Poppy on the 22nd-25th of May, 2015.

Mayor Pro Tem Allen shared a lot of good things are happening in our City and County. He highlighted some of the past week’s events. Mayor Pro Tem Allen congratulated the graduates. He thanked all those involved in the Relay for Life event. He also thanked the volunteers who picked up litter in our community prior to the Air Show. Mayor Pro Tem Allen also commended Chief Stewart, the Police Department and Sheriff Department for their efforts on reducing crime.

Councilmember Aycock commended Col. Slocum and Lt. Col. Ladd on the Air Show. He thanked those who picked up litter.

Councilmember Williams shared he filled in for Councilmember Headen at the National Day of Prayer Event. It had a rocky start and moved the event outside. Councilmember Williams stated it was a good event.

Councilmember Goodman thanked the Chief and the officers for the fine work they do keeping homes and businesses safe. He also thanked all City employees for their efforts.

Councilmember Broadway stated he would like to echo the comments on the Air Show. He stated the Air Show went off without a hitch and it was during an elevated security condition at the same time. He thanked Chief Stewart and officers for their efforts.

Mayor King stated we have the best officers, he swears them all in and we have prayer meeting. He stated he keeps telling everyone what you see and hear about going on in other places is not going to happen here.

Mayor King thanked Col. Slocum, his staff and everyone who was associated with the Air Show. Mayor King stated they did a great job and this was the largest attended Air Show in Goldsboro’s history.

Mayor King stated to all the agencies, he really wished it was possible to fund everyone at the requested amount.

There being no further business, the meeting adjourned at 7:46 p.m.

Alfonzo King
Mayor

Melissa Corser, CMC
City Clerk

CITY OF GOLDSBORO

AGENDA MEMORANDUM

JULY 6, 2015 COUNCIL MEETING

SUBJECT: Z-4-15 Highwater Solar – North side of Belfast Road between Salem Church Road and I-795 (R-40 Residential to R-20A Residential Conditional District to allow a solar farm)

BACKGROUND: Frontage: 1,107.19 ft. (approx.)
Depth: 2,930.22 ft. (average)
Area: 75.0 acres (approx.)

Surrounding Zoning: North: R-20 Residential (City)
South: General Business (City)
Airport and RA-20 (County)
East: General Business (City)
Airport (County)
West: R-20 Residential (City)

Existing Use: The property is partially wooded and the cleared portion has previously been farmed.

Proposed Use: The R-20A Residential Conditional District has been requested to limit the use of the property to the development of a solar farm. Plans have been submitted which detail the development of the site.

On November 5, 2014 the County of Wayne adopted an Ordinance Regulation the Operation and Maintenance of Solar Energy Facilities. Within this ordinance, solar farms are permitted within in the RA-20 Residential-Agriculture district which is comparable to the City's R-20A Residential zoning district.

Land Use Plan Recommendation: The City's Land Use Plan recommends Industrial and Medium Density Residential for the proposed site.

DISCUSSION: The proposed solar farm will be configured within that area of the property which was previously farmed and is now vacant.

The submitted site plan indicates a temporary construction entrance to be installed along Belfast Road to the site. A permanent 24 ft. wide driveway apron meeting NCDOT

specifications will be required at the conclusion of the project.

A private soil drive will provide access to a fenced temporary parking lot which will be removed once construction is complete. The soil drive will remain to provide gated access to the panels for maintenance purposes. The site will be surrounded by a six ft. tall chain-link fence with barbed wire.

Landscaping: The submitted landscape plan indicates a proposed 20 ft. wide, Type C buffer yard approximately 700 ft. long facing Belfast Road. Existing wooded land will remain in order to screen the site from Salem United Methodist Church to the west and Sugg Paint Company to the east.

At the public hearing held on June 15, 2015, one person appeared on behalf of the applicant in favor of the request. No one appeared in opposition.

The Planning Commission, at their meeting held on June 29, 2015, recommended approval of the zoning change.

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

1. Adopt an Ordinance changing the zoning for the property from R-40 Residential to R-20A Residential Conditional District to allow the development of a solar energy facility; and
2. Approve the submitted plans detailing the overall layout of the solar facility development.

Although the zoning change to R-20A would not be entirely consistent with the Comprehensive Land Use Plan, it would be appropriate based on existing zoning and conditions in the area. In addition, it would be consistent with regulations adopted by Wayne County regarding solar energy facilities.

Date: 6-29-2015

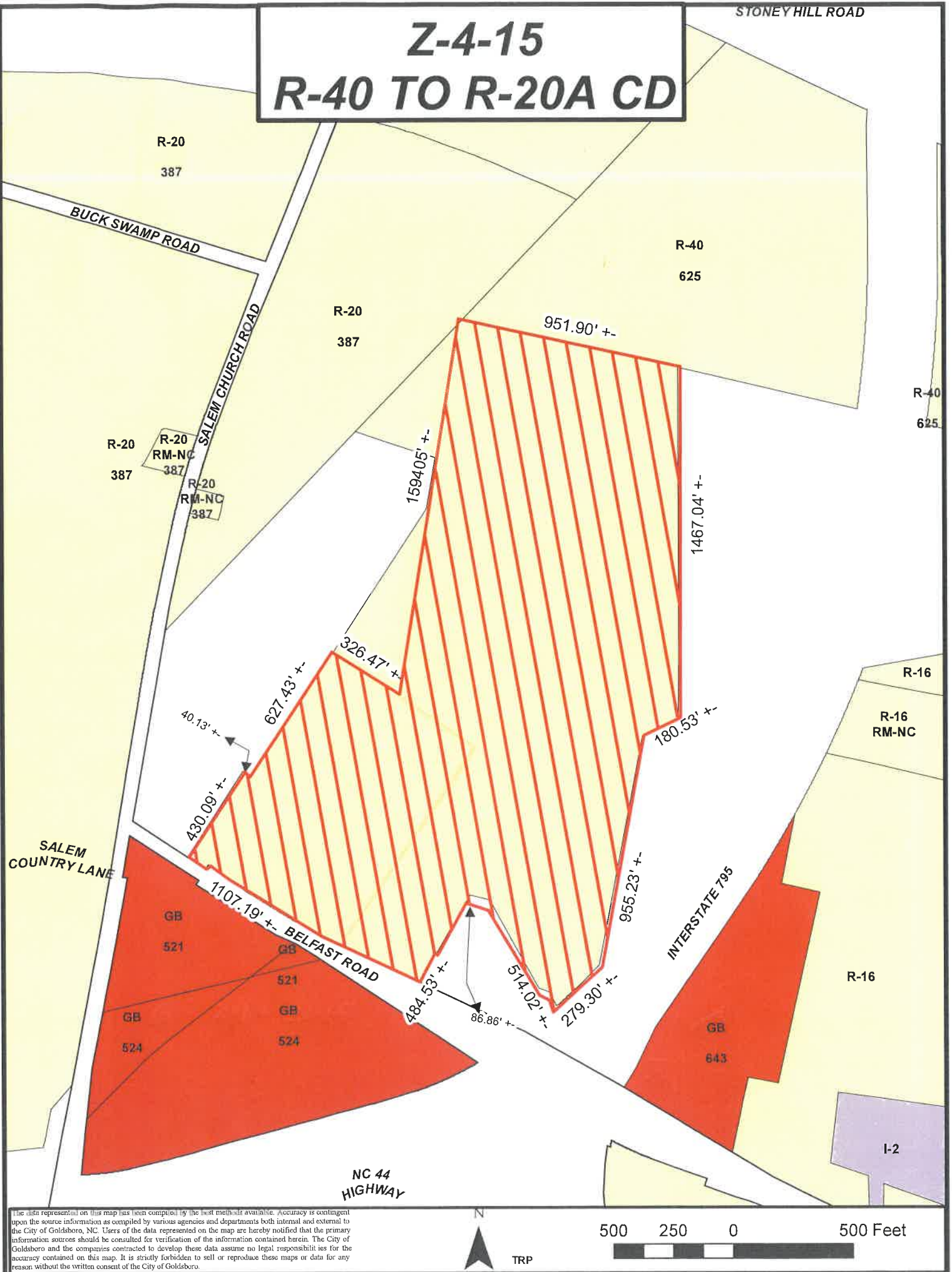

Planning Director

Date: 7-2-15


City Manager

Z-4-15

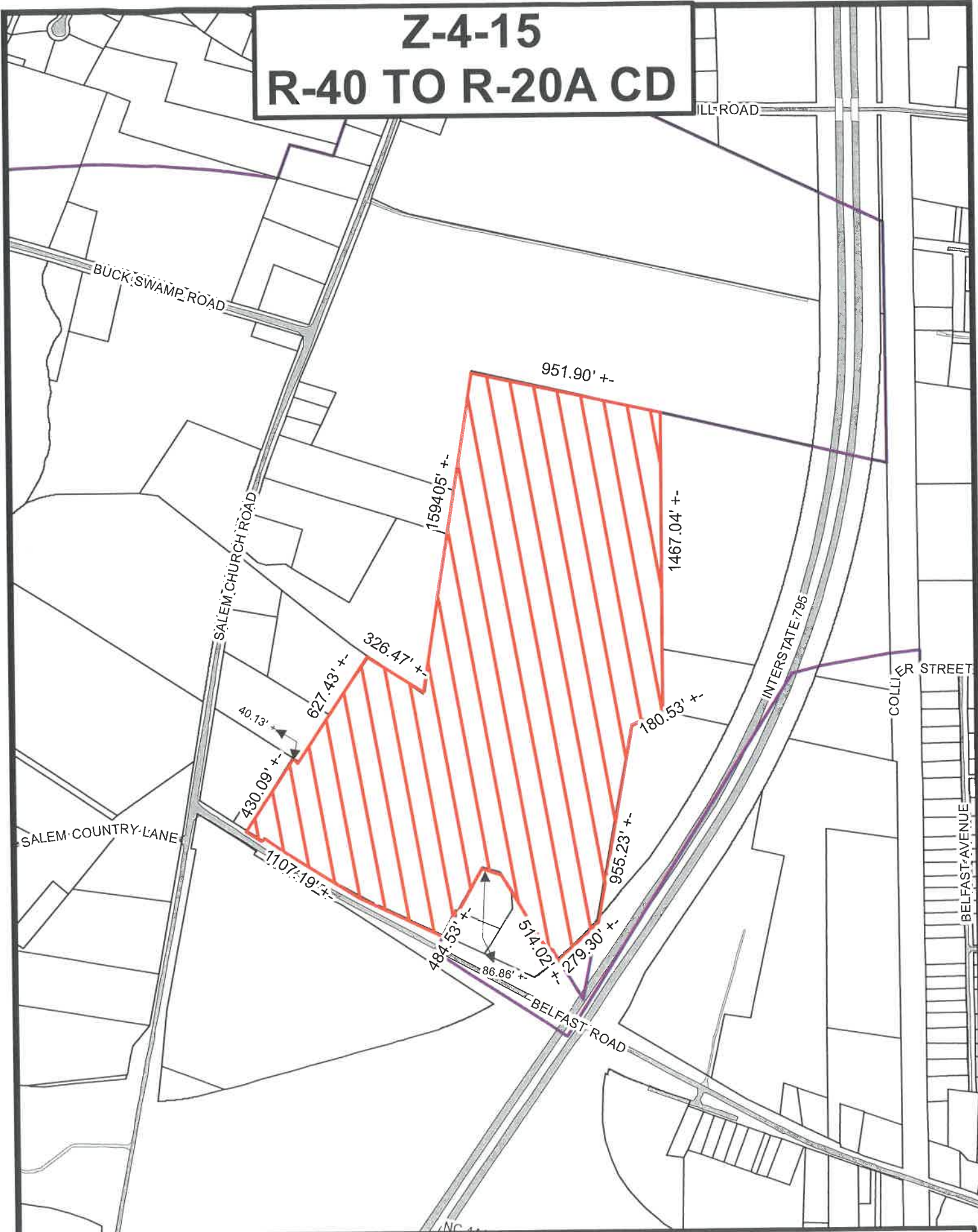
R-40 TO R-20A CD



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

Z-4-15

R-40 TO R-20A CD



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 responsibility for the accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the City of Goldsboro.

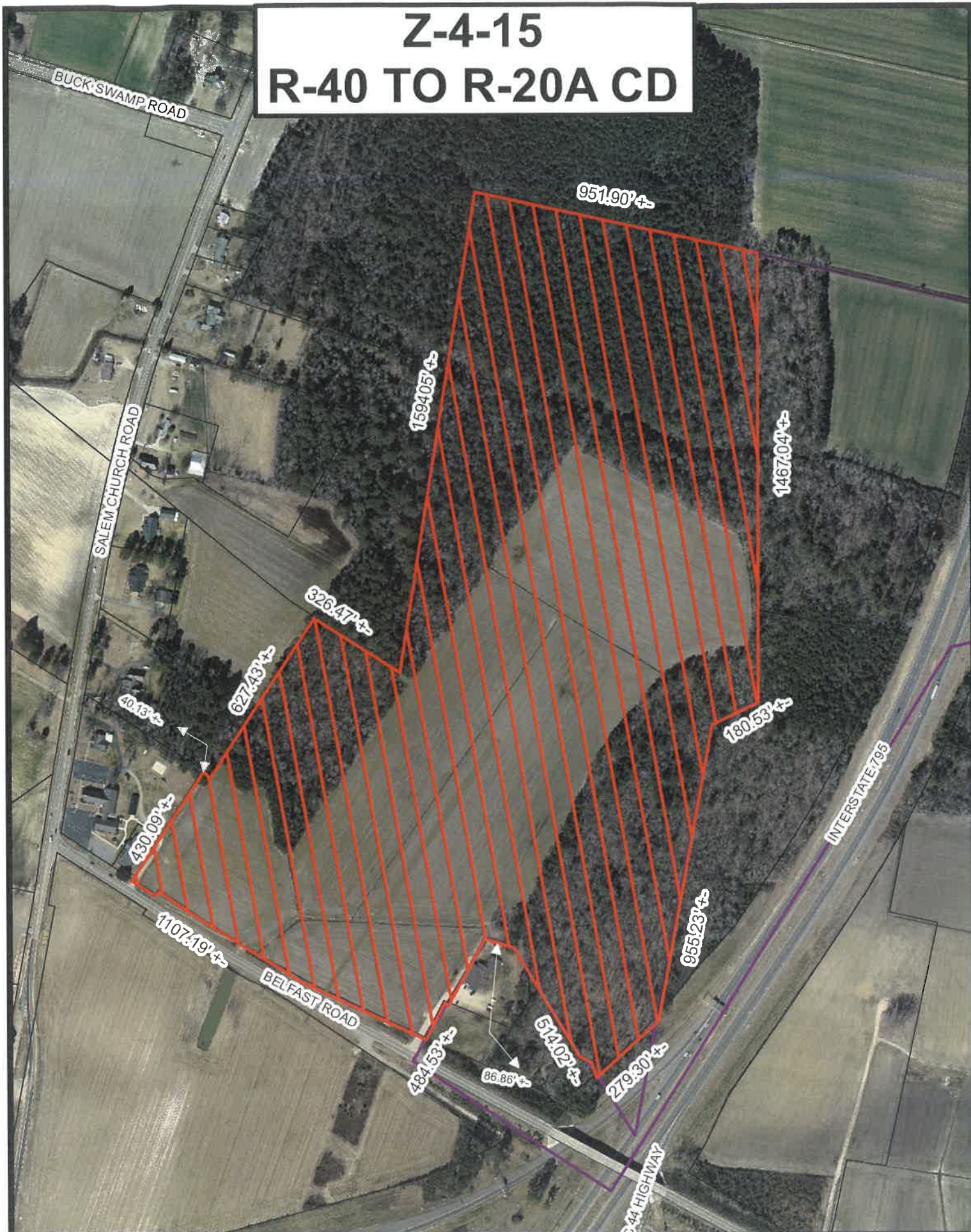
600 300 0 600 Feet

TRP



Z-4-15

R-40 TO R-20A CD



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

400 200 0 400 Feet

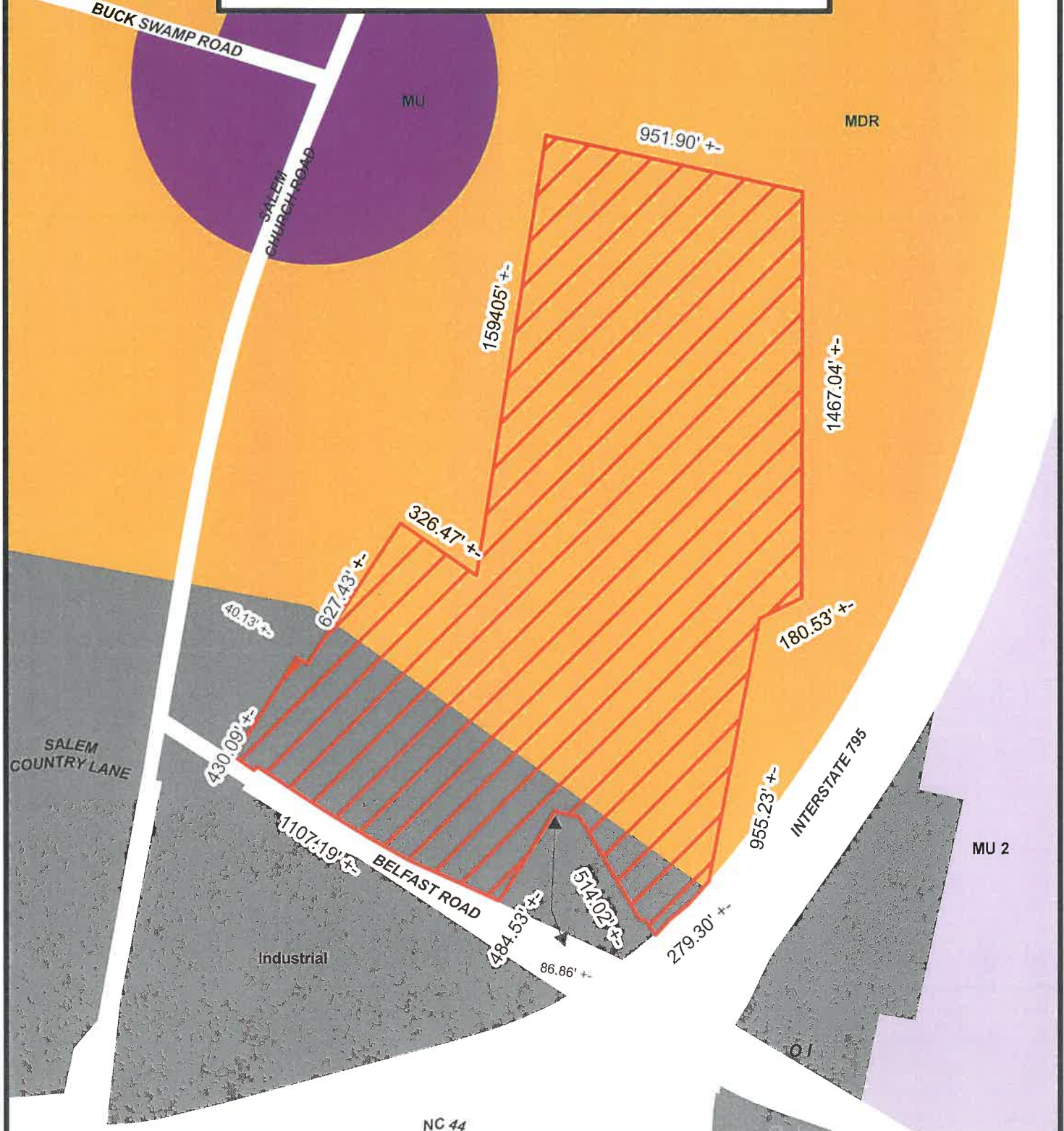
TRP



Z-4-15

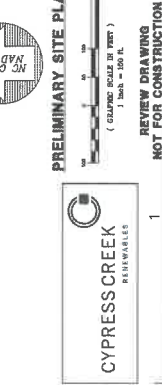
R-40 TO R-20A CD

COMPREHENSIVE LANDUSE RECOMMENDATION PLAN



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





ORDINANCE NO. 2015 - 26

**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, June 15, 2015, 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 R-40 Residential to R-20A Residential Conditional District
to allow the development of a solar energy facility – Development
Plans approved in conjunction with rezoning**

**Z-4-15 Highwater Solar – North side of Belfast Road between Salem
Church Road and I-795**

**The property is located on the north side of Belfast Road between
Salem Church Road and I-795. The Wayne County Tax Identification
Nos. are 3601-14-0715 and 3601-04-1212. The property has a frontage
of approximately 1,107.19 ft., an average depth of approximately
2,930.22 ft. and a total area of approximately 75.0 acres.**

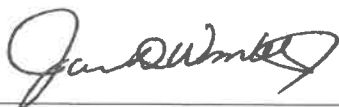
2. That the Official Zoning Map, Goldsboro, North Carolina, on file in the Office of the Director of Planning and Community Development be promptly changed to reflect this amendment and the appropriate entries in reference thereto be entered in the descriptive record of changes as provided in Section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

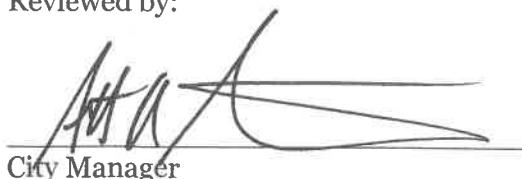
Adopted this 6th day of July 2015.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

Item: E

CITY OF GOLDSBORO
AGENDA MEMORANDUM
July 6, 2015 COUNCIL MEETING

SUBJECT: US DEPT. OF JUSTICE: EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) FORMULA
PROGRAM: LOCAL SOLICITATION

BACKGROUND: The Goldsboro Police Department has been notified that Federal grant funds are available from the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG). This is the same grant that we applied for in 2014 to purchase a police cruiser.

DISCUSSION: The total amount of the grant is \$39,927.00. As in 2014 the Grant requires that the application be filed on behalf of both the Goldsboro Police Department and the Wayne County Sheriff's Office. Each agency would receive \$19,963.50.

The grant requires that a Memorandum of Understanding (MOU) is submitted with the application indicating the agreement between both agencies on the amount each agency will receive and how the grant will be administered. In addition, the MOU and grant Application are required to be distributed to the City Council for review only no fewer than 30 days prior to the application submission, or before the grant will be awarded.

The Goldsboro Police Department has agreed to purchase equipment to improve the Community Police Relations program and the Wayne County Sheriff's Office has agreed to purchase a tactical robot.

RECOMMENDATIONS: It is recommended that the attached resolution be adopted supporting the Police Department applying for this grant.

DATE: 6-30-15

A handwritten signature in black ink, appearing to read "Michael West", written over a horizontal line.

Michael West
Interim Chief of Police

DATE: 7-2-15

A handwritten signature in black ink, appearing to read "Scott A. Stevens", written over a horizontal line.

Scott A Stevens
City Manager

GMS APPLICATION NUMBER 2015-H3094-NC-DJ

State of North Carolina

County of Wayne

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF GOLDSBORO, NORTH CAROLINA, AND
THE COUNTY OF WAYNE, NORTH CAROLINA

2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD

This agreement is made and entered into this the 22nd day of June, 2015, by and between the County of Wayne, hereinafter referred to as "County", and the City of Goldsboro, hereinafter referred to as "City", both of Wayne County, State of North Carolina.

Witnesseth:

WHEREAS, the City is applying for a JAG Program Award on behalf of the City and the County; and

WHEREAS, the City will administer the funds from any awarded by JAG for the benefit of the City and the County; and

WHEREAS, the City and the County find that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of funds fairly compensates each performing party for the services or functions under this Agreement; and

WHEREAS, the total amount of funding applied for is \$39,927.00 and it will be divided equally between the City and County with each receiving 19,963.50; and

WHEREAS, the City agrees to provide the County \$19,963.50 from the JAG Program Award for the 2015 Goldsboro Wayne Justice Assistance Project; and

WHEREAS, the City and the County believe it to be in their best interests to allocate the JAG funds in accordance with this Agreement.

NOW, THEREFORE, the City and the County agree as follows:

Section 1. The City agrees to pay the County a total of \$19,963.50 of JAG funds. When the Wayne County Sheriff's Office is ready to purchase the robot it will contact the Goldsboro Police Department with the amount of funds requested, and the

GMS APPLICATION NUMBER 2015-H3094-NC-DJ

City will prepare the purchase paperwork through the regular City channels with a coding that the purchase is on the behalf of the Wayne County Sheriff's Office.

Upon the paperwork being processed by the City, the City will provide the requested funds to the County.

Section 2. Pending disbursement and use by the parties, the funds shall be in an interest bearing account and the City will receive all interest earned to offset, in part, its administrative costs.

Section 3. County agrees to use \$19,963.50 for their robot acquisition project.

Section 4. Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Section 5. Nothing in the performance of this Agreement shall impose any liability for claims against the City.

Section 6. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party nor a signatory hereto. Either party may terminate this Agreement upon ninety days written notice to the other party with a copy to the JAG Program.

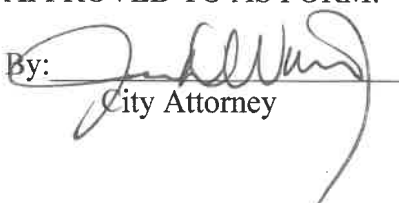
CITY OF GOLDSBORO

By: 
City Manager

COUNTY OF WAYNE

By: 
County Manager

APPROVED TO AS FORM:

By: 
City Attorney

By: 
County Attorney

2015 Justice Assistance Grant Program
Application Attachment
Goldsboro, N.C. Police Department
GMS Application Number 2015-H3094-NC-DJ

ABSTRACT

Applicant Name:	City of Goldsboro, North Carolina
Project Title:	2015 Goldsboro Wayne Justice Assistance Project
Target Population:	Wayne County and City of Goldsboro
Problem Description:	The Wayne County Sheriff's Office wishes to address the heightened risk to human life in dealing with high risk tactical situations. The Goldsboro Police Department wishes to address obsolete and worn out equipment which reduces the effectiveness of the Community Police Relations program and additionally address a need to improve its ability to communicate with and educate children.
Project Goal:	The goal of the 2015 Goldsboro Wayne Justice Assistance Project is to purchase needed equipment for both the Wayne County Sheriff's Office and the Goldsboro Police Department. The Wayne County Sheriff's Office project goal is to minimize the risk to human life during high risk tactical situations by adding valuable information gathering technology to its pool of resources. The Goldsboro Police Department's project goal is to enhance the department's Community Police Relations program by replacing some obsolete worn out equipment with newer equipment and adding some new equipment to our pool of community relations tools.
Description Strategies:	The Wayne County Sheriff's Office proposes to use allocated funds to purchase a tactical robot from SDR tactical robots. This would give them an invaluable information gathering option, which would not endanger human life during high risk situations, by introducing a video camera by way of a treaded robot. The Goldsboro Police Department proposes to use allocated funds to purchase new McGruff the Crime Dog equipment to

2015 Justice Assistance Grant Program
Application Attachment - Abstract
Goldsboro, N.C. Police Department
GMS Application Number 2015-H3094-NC-DJ

replace old worn out equipment, new child ID equipment, from EZ Child ID, to replace obsolete worn out equipment, and to add robotic equipment, from Probotics, to their pool or resources to aid in educating children on a number of topics and as a rapport building tool.

Top Four Project Identifiers: Crime Prevention
Equipment – General
Equipment – Tactical
Community Policing

2015 Justice Assistance Grant Program
Application Attachment
Goldsboro, NC, Police Department
GMS Application # 2015-H3094-NC-DJ

PROGRAM NARRATIVE

The Goldsboro Police Department and the Wayne County Sheriff's Office are certified disparate and as such the two agencies have agreed by Interlocal Agreement to split the allotted award equally in accordance with the signed agreement. The proposed activity for the 2015 Goldsboro Wayne Justice Assistance Project Funds is to purchase equipment.

The Goldsboro Police Department wishes to enhance the effectiveness of the Community Police Relations program. Currently the department is using McGruff the Crime Dog equipment that is old, worn out, and no longer comfortable to use. Because of the condition of the equipment, it is rarely used. Purchasing updated equipment would allow it to be used more often and for longer periods of time. The department is currently using obsolete Child ID equipment that is difficult to depend on. The purchase of new equipment would improve the reliability of the equipment and the experience of the citizens using the service, as well as add elements to the service not currently provided. A weakness in the department's current program is the ability to communicate effectively and hold the attention of children, as well as the process of developing a rapport with them. The Goldsboro Police Department would like to address this area of concern by purchasing robot equipment that is better able to communicate on a child's level and to hold their attention, in order to build a rapport with the audience and in one on one situations. This would help increase the effectiveness of child crime prevention and safety programs.

The Wayne County Sheriff's Office wishes to address the area of the heightened risk to human life in high risk tactical situations. To address this area of concern, the Sheriff's Office would like to use funds to purchase a tactical robot. The use of this robot would allow the Sheriff's Office to introduce a camera mounted on a robot to areas in which it would be dangerous to human life to introduce a person (for example a barricaded subject situation inside a building). This intelligence gathering tool could be used to gather valuable information in real time that could prevent human suffering or death.

This purchase can be accomplished during the length of the 2015 JAG award and could be accomplished within a year of receipt.

The Goldsboro Police Department will use \$19,963.50 in JAG funding to accomplish its Community Police Relations Enhancement project.

2015 Justice Assistance Grant Program
Application Attachment – Program Narrative
Goldsboro, NC, Police Department
GMS Application # 2015-H3094-NC-DJ

The Wayne County Sheriff's Office will use \$19,963.50 in JAG funding to accomplish its Tactical Robot project.

2015 Justice Assistance Grant Program
Application Attachment
Goldsboro, NC, Police Department
GMS Application # 2015-H3094-NC-DJ

Budget Narrative

The City of Goldsboro and Wayne County qualify for \$39,927.00. The funds will be split equally with Wayne County getting \$19,963.50 and the City of Goldsboro getting \$19,963.50.

The County of Wayne is seeking to purchase equipment to upgrade the Office's capabilities and options in dealing with high risk tactical situations by adding a set of mechanical eyes. To do this the County of Wayne is requesting to purchase a tactical robot from SDR Tactical Robots. The County of Wayne is requesting to purchase the LT2/F "Bloodhound" with its standard package configured as indicated in the Budget Detail Worksheet. The total cost for the County of Wayne's project is projected to be \$18,860.47.

The City of Goldsboro is seeking to purchase equipment to upgrade the department's Community Police Relations program. The City of Goldsboro is requesting to purchase three different items of equipment to improve the program. Goldsboro wishes to purchase a new McGruff the Crime Dog costume and associated equipment, detailed in the Budget Detail Worksheet, from McGruff Stuff for \$2,395.42, new Child ID equipment, detailed in the Budget Detail Worksheet, from EZ Child ID.com for \$5,088.00, and robotic equipment, detailed in the Budget Detail Worksheet, from Probotics America for \$12,375.00. The total cost of the City of Goldsboro's Project is projected to be \$19,858.42.

Budget Detail Worksheet

Edward Byrne Memorial Justice Assistance Grant

GMS Application Number 2015-H3094-NC-DJ

Goldsboro Police Department Budget

Equipment:	Computation:	Cost:
2015 Dodge Charger Police Vehicle Package w/ 2 robot Characters w/ interchangeable Head, additional interchangeable Robot head, 2 long range sony Bluetooth Wireless voice and hearing Transmitter and receiver, 2 Voice/hearing Headset, 2 rechargeable transmitter robot And vehicle batteries, 2 transmitter robot And vehicle chargers, customized dept. Lettering, transmitter case, motorized Remote controlled Schwinn roadster Tricycle, mp3 player custom dept. Lettering 2 padded transmitter case, Spare robot character battery, 2 voice Modifier, custom uniform modification 2 custom sled for vehicles, and Robot scale traffic signs, crating shipping And insurance	\$12,375.00	\$12,375.00
EZ Child ID complete turnkey system w/ Acer Aspire laptop computer, EZ Child ID software, EZ Child ID Custom case, EZ Child ID fingerprint Scanner, Microsoft HD Camera, Mobile Printer HP Officejet H100, Industrial compact keyboard, retractable Mouse, usb hub, antec notebook cooler, Miscellaneous cables, and EZ Child ID Custom Height chart and pvc stand, 1 year parts and labor, 1 year software Upgrades, Shipping and insurance	\$5,088.00	\$5,088.00
Total:		\$17,463.00

Supplies:	Computation:	Cost:
McGruff The Crime Dog Costume w/ Kool down kit, and Deluxe costume Carrying case, shipping and handling	\$2,395.42	\$2,395.42
Total		\$2,395.42
Total Project Costs:		\$19,858.42
Total Projected Funding from 2015 Justice Assistance Grant:		\$19,963.50

Wayne County Sheriff's Office Budget

Equipment:	Computation:	Cost:
SDR Tactical Robots LT2/F "Bloodhound" Standard Package Tactical Robot w/ Enclosed case 2.4 Ghz digital Tactical Robot controller, Enclosed case 2.4 GHz digital Secondary Monitoring Station and repeater, Rear Flipper Stabilizer Arm, Color 27x Optical Zoom Camera Tilt System, Spring mounted driving camera And Rear IR camera, Nose camera Lights with controls, and 2 way Audio system		\$18,860.47

Total Project Costs **Total: \$18,860.47**

Total Projected Funding from 2015 Justice Assistance Grant: **\$19,963.50**

Total Project costs for the Goldsboro Police Department and the Wayne County Sheriff's Office	\$38,718.89
--	--------------------

Total Funding Sought through 2015 Justice Assistance Grant	\$39,927.00
---	--------------------

2015 Justice Assistance Grant Program
Application Attachment
Goldsboro, NC, Police Department
GMS APPLICATION NUMBER 2015-H3094-NC-DJ

Review Narrative

The 2015 Edward Byrne Memorial Justice Assistance Grant Application will be distributed to the Goldsboro City Council on July 6, 2015.

An opportunity to comment will be provided to citizens by posting notices in the local area newspaper (Goldsboro News Argus) on July 12th and July 19th, 2015 and on the City of Goldsboro's website. The application will be available for review and comment until August 14th, 2015. In addition, the notice will be distributed to the local radio media for periodic broadcasts.

The legal notice stated:

NOTICE

OFFICE OF THE CITY MANAGER GOLDSBORO, NORTH CAROLINA

NOTICE OF GRANT APPLICATION US DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE 2015 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT

The Goldsboro Police Department is currently applying for \$39,927.00 in grant monies as part of the United States Department of Justice's 2015 Edward Byrne Memorial Justice Assistance Grant. This is a joint application between the Goldsboro Police Department and the Wayne County Sheriff's Office. A copy of the grant application is available in the Office of the Chief of Police, Goldsboro Police Department, 204 S. Center St., Goldsboro until August 14th, 2015. The public is invited to stop by the Goldsboro Police Department, review the grant application and make comments.

This is the 7th day of July, 2015.

Scott Stevens
City Manager

NOTICE

**OFFICE OF THE CITY MANAGER
GOLDSBORO, NORTH CAROLINA**

**NOTICE OF GRANT APPLICATION
US DEPARTMENT OF JUSTICE/BUREAU OF JUSTICE ASSISTANCE 2015
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

The Goldsboro Police Department is currently applying for \$39,927.00 in grant monies as part of the United States Department of Justice's 2015 Edward Byrne Memorial Justice Assistance Grant. This is a joint application between the Goldsboro Police Department and the Wayne County Sheriff's Office. A copy of the grant application is available in the Office of the Chief of Police, Goldsboro Police Department, 204 S. Center St., Goldsboro until August 14th, 2015. The public is invited to stop by the Goldsboro Police Department, review the grant application and make comments.

This is the 7th day of July, 2015.

Scott Stevens
City Manager

RESOLUTION NO. 2015- 47

A RESOLUTION SUPPORTING THE 2015 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT APPLICATION

WHEREAS, the City of Goldsboro submitted an application for 2015 Justice Assistance Grant Funds on June 25, 2015; and

WHEREAS, The Goldsboro Police Department wishes to purchase equipment to improve the Community Police Relations program with the JAG Funds.

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

1. The Goldsboro Police Department is authorized to apply for the 2015 JAG Funds in the amount of \$39,927.00.
2. This resolution shall be in full force and effect from and after the 6th day of July 2015.

Approved as to form only:



City Attorney

Reviewed by:



City Manager

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JULY 6, 2015 COUNCIL MEETING

SUBJECT: Road Closure for Criterium Cycling Race on July 18, 2015.

BACKGROUND: Jointly Travel and Tourism and The Parks and Recreation Department have recruited a USA Cycling Criterium to Goldsboro. The race will draw approximately 300 cyclist plus fans to the 6+ hour event. Cyclist will race on a ~1 mile loop in heats by age and ability.

DISCUSSION: The race course requires road closures (see attached map) from 8AM-6PM on the Saturday, July 18, 2015. Additional assistance will be required from the Police Department; otherwise the event will be staffed by Parks staff and volunteers.

RECOMMENDATION: Allow for road closures.

Date: _____

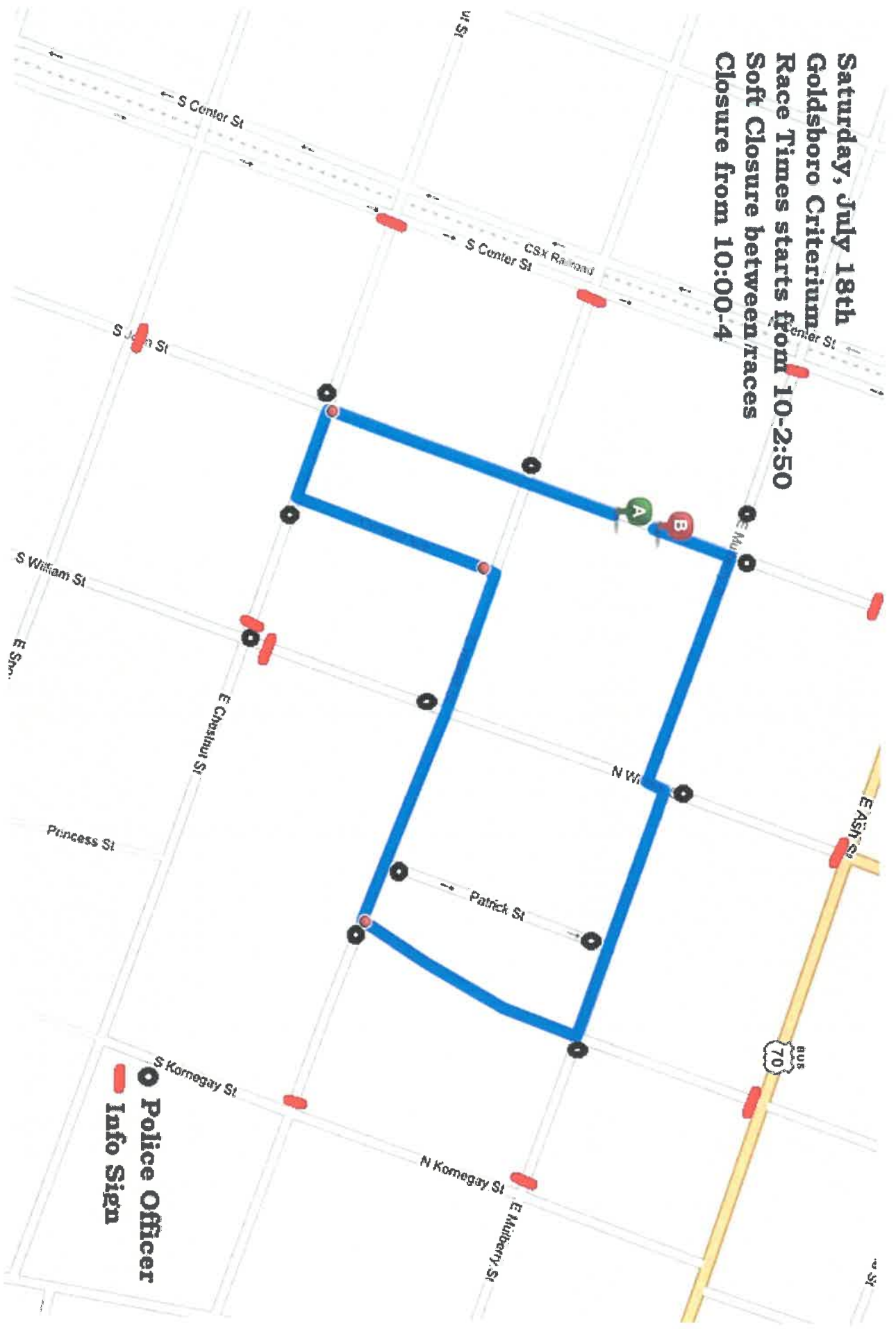
Director of Parks and Recreation

Date: 7-2-15



City Manager

Saturday, July 18th
Goldsboro Criterium
Race Times starts from 10-2:50
Soft Closure between/races
Closure from 10:00-4



CITY OF GOLDSBORO
AGENDA MEMORANDUM
JULY 6, 2015 COUNCIL MEETING

SUBJECT: Goldsboro/Wayne Transportation Authority Appointment

BACKGROUND: On July 21, 2014, Mr. Don Chatman was appointed to serve on the Goldsboro/Wayne Transportation Authority. Mr. Chatman's appointment will soon expire.

DISCUSSION: Mr. Bob Waller was recommended to fill the current vacancy that will result from the expired term of Mr. Don Chatman.

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

Date: 7-7-15



City Manager

RESOLUTION NO. 2015- 48

RESOLUTION APPOINTING A MEMBER TO
GOLDSBORO/WAYNE TRANSPORTATION AUTHORITY

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

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

WHEREAS, the following distinguished citizen has expressed a desire to serve upon the Goldsboro/Wayne Transportation Authority;

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. The term shall expire on the date indicated:

Goldsboro/Wayne Transportation Authority

First Term Appointees:

Bob Waller

Term Expires July 21, 2016

2. This Resolution shall be in full force and effect from and after this 6th day of July, 2015.

Approved as to Form Only:

Reviewed by:



City Attorney



City Manager

CITY OF GOLDSBORO

AGENDA MEMORANDUM

JULY 6, 2015 COUNCIL MEETING

SUBJECT: Harris Street Water Tower Communications Colocation Lease Agreements

BACKGROUND: The City of Goldsboro owns a water tank located at 111 Harris Street. US Cellular has proposed to lease space on the water tank to place a communications antenna on the top of the tank. US Cellular will construct a crown that will provide opportunities for additional cellular colocations with other communication providers.

DISCUSSION: The initial term of the lease would be for 5 years with opportunities for extension. US Cellular would pay the City an annual lease amount of \$26,400.00 per year. The base fee would increase by 3% annually for the term of the lease. The lease details responsibilities and obligations of both tenant and lessee for the term of the lease. The lease has been reviewed and approved by the City Attorney's office.

RECOMMENDATION: Authorize the City Manager to enter into an agreement with US Cellular for the lease of space on the Harris Street water tank and grounds to erect a communications antenna in the amount of \$26,400.00 per year provided all staff comments regarding the use of the facility and lease requirements are addressed.

Date: 7-2-15



City Manager

STATE OF NORTH CAROLINA

WATER TOWER ATTACHMENT LEASE

COUNTY OF WAYNE

THIS WATER TOWER ATTACHMENT LEASE ("Lease") is made effective as of the latter signature date hereof (the "Execution Date") and is by and between the City of Goldsboro, a North Carolina municipal corporation ("Landlord") and USCOC of Greater North Carolina, LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord (a) certain space on a water tower owned by Landlord upon which Tenant intends to mount certain of Tenant's antennas together with related and ancillary equipment and (b) certain ground space upon real property owned by Landlord upon which Tenant intends to install other related equipment and devices.

NOW THEREFORE, for and in consideration of the terms and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Site. Landlord hereby grants to Tenant a lease to (a) install, maintain, operate and remove Tenant's wireless communications equipment and appurtenances on a water tower owned by Landlord ("Tower"), including antennas on a "Crown" to be constructed by Tenant located atop of the Tower ("Tower Space"), which is located on certain real property owned by Landlord more particularly described in Exhibit "A" attached hereto ("Property"); and (b) to install, maintain, operate and remove Tenant's equipment cabinet or compound and related devices owned or leased by Tenant on a four hundred (400) square foot portion of the Property at a location depicted on Exhibit "A-1" attached hereto ("Ground Space") (the Tower Space and the Ground Space shall hereinafter sometimes be referred to collectively as the "Site"). In no event will the Sites include the air space above Tenant's equipment that is situated on the Ground Space, and Landlord reserves the right to install or construct additional improvements above such Ground Space equipment, provided that such additional improvements do not materially and adversely interfere with the access to and operation of Tenant's equipment.

2. Access. Landlords also grants Tenant a nonexclusive right of access to the Site for the installation of Tenant's utilities, equipment and improvement during the Initial Term and any Renewal Term (defined in paragraphs three and four, respectively) of this Lease over that real property described in Exhibit "B" attached hereto (collectively, "Easement") for pedestrian and vehicular ingress and egress, provided the access does not interfere with Landlord's use of the Property or any of Landlord's improvements thereon. Access to the Ground Space shall be granted twenty-four (24) hours per day, seven (7) days per week. Tenant's equipment located on the Ground Space shall be located in a separate and secure fenced area that Tenant can access. Access to the Tower Space shall be granted upon forty-eight (48) hours or two business days advance notice, whichever is longer, except in case of an emergency situation which poses an immediate threat of substantial harm or damage to persons or property (including the continued operations of Tenants telecommunications equipment), Tenant may access the Tower Space to

conduct emergency repairs, provided that promptly after the emergency entry and in no event later than twenty-four (24) hours, Tenant gives telephonic and written notice to Landlord of Tenant's entry onto the Tower Space. Any agent of Tenant seeking access to the Tower must electronically submit photo identification (driver's license) and identification from the company that is sending said agent to perform maintenance and/or repairs to Landlord. Landlord will deny access to anyone without proper identification.

3. Modification of Site. If as a result of any tests or investigations conducted by Tenant, or if required in connection with obtaining any necessary zoning approvals or other certificates, permits, licenses, or approvals, Tenant desires to alter or modify the description of the Premises in Exhibit "A-1" (and Exhibit "C" if then applicable) so as to relocate or enlarge all or any portion of the Site to other portions of Landlord's surrounding Property (a "Relocation Site"), Tenant shall notify Landlord of such desire and deliver to Landlord a copy of the survey and legal description of the portions of the Site and Landlord's surrounding Property that Tenant proposes as a Relocation Site. Landlord shall have the right to approve or deny any Relocation Site, and Landlord agrees not to unreasonably withhold its approval. Landlord agrees to review and consider Tenant's relocation request and any proposed Relocation Site in good faith and to cooperate with Tenant to attempt, if reasonably possible, to approve the Tenant's proposed Relocation Site or such other Relocation Site as may be agreed upon by Landlord and Tenant as will allow Tenant to use the same for the use intended by Tenant for the Site as hereinafter set forth in this Lease. If Landlord approves a Relocation Site, then Tenant shall have the right to substitute the Relocation Site for the Site and to substitute the description of the approved Relocation Site for description of the Site in Exhibit "A-1" (and Exhibit "C" if then applicable), and the Site shall thereafter consist of the Relocation Site so approved and substituted. If requested by Tenant, Landlord shall execute an amendment to this Lease to evidence the substitution of the Relocation Site as the Site. Notwithstanding the above, any modifications to this Lease shall be subject to any of Landlord's applicable approval requirements, including, but not limited to, receiving approval of its legislative governing body.

4. Use. Tenant may use the Site for the receipt and transmission of wireless communications signals (such transmission and reception to be solely within the spectrum licensed to Tenant by the Federal Communications Commission ("FCC")). The use granted to Tenant by this Lease shall be nonexclusive and limited in strict accordance with the terms of this Lease. The parties acknowledge and agree that Tenant's "Equipment" (as defined in paragraph 9(c)) at the Site shall be solely for its own use and under no circumstances shall such use be shared with, or such Equipment otherwise be used by or for the benefit of (whether directly or indirectly) any person or entity (including without limitation any affiliate of Tenant, any direct or indirect owner of equity or other interests in Tenant (a "Parent"), any entity in which Tenant or a Parent owns a direct or indirect interest, and any person or entity with which Tenant or any other person or entity referred to herein has a marketing, management, joint venture infrastructure-sharing or other contractual arrangement). The Equipment shall be utilized by Tenant solely for services to be provided to Tenant's "End User". For the purposes hereof, End Users shall mean any person or entity that subscribes to Tenant's services and does not resell such services to, or otherwise make such service available to, others, except in accordance with industry standard roaming agreements. Landlord shall have the right to continue to occupy the Property and to

enter into lease and license agreements with others for the Property and the Tower in the sole discretion of Landlord. Tenant shall have the right to terminate the Lease with written notice to Landlord if Tenant experiences performance problems for any reason which makes the Site infeasible or unacceptable for continued operation or if the Site becomes unacceptable for economic reasons, or unacceptable under its design or engineering specifications. In the event Tenant terminates this Lease in accordance with this section 4 above, Tenant shall pay Landlord the amount of \$4,000.00 in liquidated damages.

5. Initial Term. The initial term of this Lease shall begin on the date this Lease is fully executed (the "Commencement Date"), and shall continue until midnight on the fifth (5th) anniversary of the Commencement Date (the "Initial Term").

6. Renewal Terms. This Lease will automatically renew for four (4) additional five (5) year terms upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention to not renew this Lease at least sixty (60) days prior to the expiration of the existing term.

7. Consideration. (a) Base Fee. Tenant shall pay annually to Landlord (or to such other person, firm or place as Landlord may, from time to time designate in writing) as consideration for this Lease the annual amount of Twenty-Six Thousand Four Hundred and No/100 Dollars (\$26,400.00) (the "Base Fee") to be paid annually during the first five years of the term, in advance, within fifteen (15) days of the Commencement Date and on each successive anniversary thereof. The Base Fee shall increase each year on the anniversary of each Lease Year by an amount equal to three percent (3%) over the Base Fee payable for the immediately preceding Lease Year. The Base Fee shall be due without set-off notice or demand from Landlord to Tenant. Any Base Fee or other sum not received by Landlord, or its designee, within fifteen (15) days of the date when due shall be subject to a late charge of four percent (4%) of the amount which is overdue to compensate Landlord for the estimated additional administrative expense incurred as a result of such late payment. (b) Taxes. If at any time during the Initial Term or any Renewal Term or extension thereof a tax or excise on Base Fee, or other tax however described (except any franchise, estate, inheritance, capital stock, income or excess profits tax imposed upon Landlord) is levied or assessed against Landlord by any lawful taxing authority on account of Landlord's interest in this Lease or the Base Fee or other charges reserved or paid hereunder, as a substitute in whole or in part, or in addition to the general taxes described herein, Tenant agrees to pay to Landlord, or its designee, upon demand, and in addition to the Base Fee and other charges prescribed in this License, the amount of such tax or excise. In the event such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. (c) Any Base Fee or other payment made by Tenant shall contain a notation of the Landlord site name applicable to this Lease, which site name is Harris Street Water Tower and shall be mailed to City of Goldsboro, Finance Department, P.O. Drawer A, Goldsboro, North Carolina 27533. Landlord will provide Tenant with a completed IRS Form W-9 upon Tenant's reasonable request.

8. **Warranty of Title; Subordination.** Landlord warrants that (a) Landlord owns the Property and the Tower; and (b) Landlord has full right to make and perform this Lease. This Lease is and shall be subject to (i) all mortgages, deeds of trust, and similar security documents which may now or hereafter constitute a lien upon the Site; (ii) all ground or underlying leases of the Property or any portion thereof, and (iii) all mortgages, deeds of trust and similar security documents that may now exist encumbering the Property or any portion thereof, and in each case, to all renewals, modifications, consolidations, replacements and extensions thereof. In addition, within fifteen (15) business days after request by Landlord, Tenant shall execute a subordination, non-disturbance and attornment agreement reasonably requested by a mortgagee or beneficiary of a mortgage, deed of trust, or similar security document on Landlord's or such mortgagee's or beneficiary's then standard recordable form, acknowledging Tenant's subordination to such mortgagee's or beneficiary's encumbrance of the Site or the Property or any portion thereof, in exchange for non-disturbance by such mortgagee, beneficiary, or purchaser and attornment to such mortgagee, beneficiary, or purchaser as contemplated above.

9. **Improvements by Tenant.** (a) **Installation and Construction.** Tenant shall use the Site for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, which facility may consist of (without limitation) such air conditioned buildings or shelters as are necessary to house telecommunications equipment, standby emergency generator, antennas at a sufficient height, as determined by appurtenances, or a security fence of chain link or comparable construction that shall be placed around the perimeter of the Ground Space, (collectively, the "Communications Facility"). All improvements to the Site necessary for Tenant's use shall be made at Tenant's expense. Tenant shall build a "crown" on the Tower which shall have space for two or three additional cellular carriers. Additional cellular carriers shall negotiate with Landlord on an agreement for leased space; Tenant may charge any additional carrier a proportional cost of "crown" construction to co-locate on said premises. Any structure attached to the Tower must be attached in such a way so as to prevent the cable from contacting the external painted portions of the Tower to minimize corrosion and to allow for maintenance painting. Tenant will be responsible to repair damaged paint on the interior and exterior of the Tower which occurs during installation of the "crown" and shall warrant and repair any such painting for a period of __ years. Tenant shall provide Landlord with a single point of contact for all Tenant's administration, construction, and construction sequencing. Any costs associated with said contact shall be borne by Tenant. (b) **Plans and Structural Analysis.** (i) Prior to the commencement of any construction or installation on the Site, Tenant shall furnish, for review and approval by Landlord, which approval may be withheld in Landlord's reasonable discretion, plans and specifications for such construction or installation of the improvements and Tenant shall not commence the construction or installation on the Site until such time as Tenant has received written approval of the plans and specifications from Landlord. Tenant shall be responsible for paying for any such improvements. (ii) Prior to the commencement of any construction or installation on the Site, Landlord shall conduct, at Tenant's sole cost and expense, a structural analysis and wind load analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's antennas, cabling and appurtenances (the "Structural Analysis"). Tenant shall provide a purchase order to Landlord for such Structural Analysis and shall pay Landlord in advance to order said Structural Analysis. In the event of any subsequent

modification of the Equipment on the Tower, excluding maintenance and repair of the Equipment as part of Tenant's maintenance practices, then prior to such modification Landlord may, at its option, conduct, at Tenant's sole cost and expense, an additional Structural Analysis of the Tower which includes any existing loads (as well as the loads that prior Tenants have the right to place on the Tower) and the load of Tenant's new antennas, cabling and appurtenances and Tenant shall provide a purchase order to Landlord for the additional Structural Analysis and shall pay Landlord in the same manner as provided herein. (iii) Tenant shall be responsible for securing all building permits from any and all applicable governmental authorities prior to the commencement of any construction or installation on the Site. Copies of the building permit issued to Tenant shall be provided to Landlord. (iv) Tenant shall use a construction firm approved by Landlord for any construction activities to be conducted by Tenant on the Property and the Easement and the installation of Tenant's Equipment on the Tower. (v) If in the Landlord's reasonable judgment, the installation of additional communication equipment represents a material change in the approved use of the Site, Landlord may renegotiate the Rent (as defined above) due from the Tenant as a condition of such approval. Notwithstanding the foregoing, however, Tenant shall have the right to conduct any repair or replacement of its equipment that is of a "like-kind" or substantially similar in nature without first obtaining Landlord's approval. Landlord shall select and approve an independent inspector to inspect all improvements, including but not limited to the construction of the cellular "Crown" and painting of the tower and said "Crown". All costs for the independent inspector shall be borne by Tenant. (vi) If at any time Tenant determines that subsurface boring tests are necessary, Tenant will obtain Landlord's prior written approval of such tests. (c) Equipment. Tenant's communications system, including antennas, radio equipment and operating frequency, cabling and conduits, shelter and/or cabinets, and other personal property owned or operated by Tenant, which Tenant anticipates shall be located by Tenant on the Site, is more particularly described on Tenant's co-location application, a copy of which is attached hereto as Exhibit "D" ("Equipment"). Landlord hereby grants Tenant reasonable access, as described in paragraph 2 above, to the Tower and the Site for the purpose of installing and maintaining the Equipment and appurtenances. Except as otherwise provided, Tenant shall be responsible for all site work to be done on the Site pursuant to this Lease. Tenant shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Equipment. Tenant shall not construct or install any equipment or improvements on the Site other than which are described in Exhibit "D" or alter the radio frequency or operation of the Equipment without first obtaining the prior consent of Landlord which consent may be withheld by Landlord in Landlord's sole discretion. The Equipment shall remain Tenant's exclusive personal property throughout the term of this Lease. Tenant shall have the right to remove all Equipment at Tenant's sole expense on or before the expiration or earlier termination of the License; provided Tenant repairs any damage to the Property or the Tower caused by such removal. If Tenant does not remove the Equipment on or prior to the expiration or termination of this Lease, Tenant shall remove such Equipment within a reasonable period thereafter provided Tenant pays to Landlord the then existing Base Fee, pro-rated on a monthly basis until such time as the removal is complete. If Tenant does not remove its Equipment within one hundred twenty (120) days after the expiration or termination of this Lease the Equipment shall be deemed conclusively and absolutely abandoned by Tenant and Landlord shall have the right to remove the Equipment at Tenant's sole expense and dispose of such Equipment in any manner Landlord so elects, and

Tenant shall reimburse Landlord for such expenses upon demand without off-set. If Landlord removes the Equipment pursuant to the foregoing sentence, Landlord shall not be responsible for any damage to the Equipment during or subsequent to the removal thereof. At Landlord's option, upon termination of this Lease and upon Landlord's advance written notice to Tenant, Tenant will leave the foundation and security fence on the Premises to become the property of Landlord.

(d) Compliance with Governmental Rules. All work performed by Tenant or Tenant's employees, contractors or agents shall be in a good and workmanlike manner. Landlord shall be entitled to require strict compliance with the plans and specifications approved by Landlord pursuant to paragraph 8(b), including specifications for the grounding of the Equipment. All construction, installations and operations in connection with this Lease by Tenant shall meet with all applicable rules and regulations of the FCC, FAA and any other federal agency and all applicable codes and regulations of the city, county, and state having jurisdiction. Landlord assumes no responsibility for the licensing, operation or maintenance of the Equipment. Tenant covenants that the Equipment and the construction, installation, maintenance and operation thereof shall not damage the Tower or improvements or interfere with the use of the Tower by Landlord or existing Tenants on the Tower. (e) Post-Construction Drawings. Tenant shall, within thirty (30) days following the installation of its Equipment, provide Landlord with post-construction drawings in accordance with Landlord's standard specifications for the installation of the Equipment (which specifications are subject to change from time to time), satisfactory to Landlord and verifying the antenna RAD centers. In the event Tenant fails to provide such drawings within said time period then Landlord has a contractual right as Tenant's agent for this limited purpose to order such drawings and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs. (f) Completion of Installation. Within thirty (30) days following the completion of installation of the Equipment on the Site, Tenant shall dispose of any remaining construction material brought onto the Site by Tenant and/or its employees, agents, consultants or contractors. In the event Tenant fails to dispose of the remaining construction material from the Site within such time period, Landlord shall remove said material and Tenant shall reimburse Landlord for Landlord's actual costs related thereto within thirty (30) days of Landlord's delivery to Tenant of a written invoice for such costs.

10. Utilities. All utility services installed on the Site for the use or benefit of Tenant shall be made at the sole cost and expense of Tenant and shall be separately metered from Landlord's utilities. Tenant shall be solely responsible for extending utilities to the Site necessary to serve its needs and for the payment of utility charges including connection charges and security deposits incurred by Tenant. Tenant shall pay the cost of all utility service necessary to install, maintain and operate the Equipment. Tenant shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Equipment set forth herein.

11. Taxes. Tenant shall be responsible for the reporting and payment when due of any tax directly related to Tenant's ownership or operation of the Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Tenant shall reimburse Landlord, or its designee, for any increases in real property taxes which are assessed as a direct result of Tenant's improvements to the Site. As a condition of Tenant's obligation to pay such tax

increases, Landlord shall provide to Tenant the documentation from the taxing authority, reasonably acceptable to Tenant, indicating the increase is due to Tenant's improvements.

12. Interference. Tenant agrees to install equipment of types and radio frequencies which will not cause interference to communications operations, including but not limited to Landlord's SCADA System, being conducted from the Property or the Tower by Landlord or other occupants of the Property or the Tower which are in place as of the Commencement Date (including permitted modifications to the communications operations of third parties who, by the terms of pre-existing agreements have the right to modify their communication operations), which occupants are entitled to interference protection under FCC rules and regulations. Tenant also covenants that the Equipment installed by Tenant shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to those regulations promulgated by the FCC. In the event the Equipment causes such interference, Tenant will take any steps necessary to correct and eliminate the interference. If such interference cannot be eliminated within forty-eight (48) hours after receipt by Tenant of notice from Landlord describing the existence of the interference, Tenant shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) until such interference is corrected. If such interference is not corrected within thirty (30) days after receipt by Tenant of such prior written notice from Landlord of the existence of interference, Landlord may eliminate or remedy such interference at Tenant's cost and expense, including termination of the Lease.

13. Maintenance and Repairs. (a) Tenant shall perform all repairs necessary or appropriate to the Equipment on or about the Site or located on any appurtenant rights-of-way or access to the Site in good and tenable condition, reasonable wear and tear excepted. (b) Damage to the Tower or the equipment or improvements of Landlord or others located on the Property or the Tower, which results from the acts or omissions of Tenant shall be repaired by Tenant at Tenant's cost and expense, or at the option of Landlord and with prior written notice to Tenant, Tenant shall reimburse Landlord for the actual costs incurred as evidenced by adequate documentation by Landlord in repairing such damage or replacing such equipment or improvements. (c) Prior to the painting of the tower or commencement of regularly scheduled maintenance to the Tower that will require removal or relocation of any of Tenant's equipment on the Site, Landlord shall provide Tenant at least one hundred eighty (180) days advance notice to remove antennas, cables and related equipment from the Tower as required to complete maintenance work. To the extent allowed by law, Landlord shall provide Tenant at least seven (7) days advance notice to remove antennas, cables and related equipment from the Tower as required to allow Landlord to perform emergency maintenance and repairs or other maintenance that is not regularly scheduled on the Tower. The removal of said equipment shall be at Landlord's sole expense. To the extent permitted by law and subject to the availability of adequate unused ground space on the Property to allow installation, placement, and use of such a facility, Tenant shall have the right to install a temporary "Cell on Wheels" ("COW") at a location on the Property mutually agreed upon by both parties in the event of the Tower removal, repair, replacement, maintenance or a catastrophic event. The existing Lease terms and conditions would be maintained during the COW installation until maintenance or replacement

of the Tower is complete or until Tenant can find an alternative permanent structure. Notwithstanding the above, no automatic renewal provision of this Lease, including but not limited to those expressed in paragraph 6, shall extend the term if either a COW is in use on the site pursuant to the terms of this section or if the Tower has been removed or destroyed and this Lease shall expire at the completion of the existing Term.

14. Tower Marking and Lighting Requirements. Tenant shall be responsible for compliance with any applicable marking and lighting requirements of the FAA and the FCC and shall pay the costs and expenses therefore (including any lighting automated alarm system so required). Tenant has the responsibility of carrying out the terms of Tenant's FCC Lease with respect to tower light observation and notification to the FAA if those requirements imposed on Tenant are in excess of those required of Landlord.

15. Bird Control Measures. Landlord and Tenant acknowledge the close proximity of the Site to Seymour Johnson Air Force Base and agree that in the event that birds begin to roost or perch upon the Site creating issues for the flights and operations conducted at Seymour Johnson Air Force Base, that Landlord and Tenant shall share in the cost of removing and/or ridding said birds. If the parties are unable to satisfactorily prevent the roosting and/or perching of said birds upon the Site, Landlord may in its sole discretion terminate this Lease.

16. Mechanics' Liens. Tenant shall not permit any mechanics', materialmen's, contractors' or subcontractors' liens arising from any construction work, repair, restoration or removal or any other claims or demands to be recorded or enforced against the Site or any part thereof. Landlord shall have the right at any time to post and maintain upon the Site such notices as may be necessary to protect Landlord against liability for all such liens and encumbrances. Tenant shall give Landlord written notice prior to the commencement of any work or the delivery of any materials connected with such work or construction, repair, restoration, or removal of materials on the Site. Landlord shall assume no liability for the payment of materials or labor which accrue in the installation of Tenant's improvements upon the Site and no mechanics' or materialmen's lien for Tenant's improvements shall attach to the interest of Landlord in the Site.

17. Indemnification. Landlord and Tenant each indemnifies the other against and holds the other harmless from any and all costs, demands, damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. Except for its own acts of negligence or intentional misconduct, Landlord will have no liability for personal injury or death, loss of revenue due to discontinuance of operations at the Site, or imperfect communications operations experienced by Tenant for any reason. The indemnification obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

18. Financing Agreement. Tenant may, upon written notice to Landlord, mortgage or grant a security interest in the Equipment to any such mortgagees or holders of security interests

including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). No such security interest shall extend in any way to the interests or property of Landlord.

19. Disclaimer of Warranties. LANDLORD HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE SITE OR THE TOWER. TENANT HEREBY ACCEPTS THE SITE "AS IS".

20. Environmental Indemnification. (a) Tenant, its heirs, grantees, successors, and assigns shall indemnify, defend, reimburse and hold harmless Landlord from and against any and all environmental damages, loss, expenses, and costs of responding to, including consulting fees and reasonable attorneys' fees, or liability caused by activities conducted on the Site by Tenant, and (i) arising from the presence of any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation including petroleum or hydrocarbon based fuels such as diesel, propane or natural gas (collectively, "Hazardous Materials") upon, about or beneath the Site or migrating to or from the Site, or (ii) arising in any manner whatsoever out of the violation of any environmental requirements pertaining to the Site and any activities thereon. Tenant covenants that it shall not nor shall Tenant allow its employees, agents or independent contractors to use, treat, store or dispose of any Hazardous Materials on the Site or the Property. (b) Landlord acquired the Property by deed on May 20, 1960 and to its knowledge has not introduced any hazardous substances to the Property during Landlord's ownership that has resulted in any environmental contamination of the Parcel. Landlord is unaware of any investigation, inquiry, or directive of any regulatory body related to the use of hazardous substances on or around the Property during its period of ownership of the Property. Landlord has allowed Tenant to conduct a Phase I environmental assessment of the Property, Tenant has completed such assessment, and Tenant enters into this Lease with the knowledge and understanding of any findings from such assessment. The indemnification obligations set forth in this paragraph shall survive the expiration or earlier termination of this Lease.

21. Insurance. (a) Tenant shall carry during the term of this Lease and until all Equipment is removed from the Site, at Tenant's own cost and expense, the following insurance: (i) Special Form Causes of Loss with Replacement Value coverage of Tenant's Equipment and personal property located on the Property; (ii) commercial general liability insurance with a Commercial General Liability Endorsement having a minimum limit of liability of Five Million Dollars (\$5,000,000) per occurrence, with a combined limit for bodily injury and/or property damage together with an endorsement for contractual liability for any one occurrence; (iii) Workers' Compensation Insurance statutory limits and in accordance with applicable state law; (iv) Vehicle Liability Insurance for owned, non-owned and hired vehicles, with a combined limit of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (v) excess/umbrella, coverage of Three Million Dollars (\$3,000,000). (b) Tenant shall name Landlord as an additional insured under Tenant's liability policy. Tenant shall agree to give at least thirty (30) days written notice of termination or cancellation of policy to Landlord. A certificate of such insurance, together with such endorsement as to prior written notice of termination or cancellation, shall be delivered to Landlord within thirty (30) days from the

execution of this Lease and before the expiration of any term of such insurance from an insurance company authorized to do business in the State of North Carolina. (c) Landlord agrees to maintain commercial general liability insurance in amounts deemed reasonably satisfactory to Landlord and which are in amounts consistent with industry practices for the business in which Landlord is engaged. Landlord shall have the right to self insure. (d) Tenant and Landlord shall require their respective contractors and subcontractors to carry workers' compensation insurance and adequate liability insurance in conformity with the minimum requirements listed above.

22. Subrogation. (a) In General. All insurance policies required under this Lease shall contain a waiver of subrogation provision under the terms of which the insurance carrier waives all of such carrier's rights to proceed against Landlord and Tenant. (b) Mutual Release. Landlord and Tenant each release the other and their respective representatives from any claims by them or any one claiming through or under them by way of subrogation or otherwise for damage to any person or to the Site and to the fixtures, personal property, improvements and alterations in or on the Site that are caused by or result from risks insured against under any insurance policy carried by them and required by this Lease, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies.

23. Destruction or Condemnation. (a) Destruction. In the event the Tower or other portions of the Site are destroyed or so damaged so as to materially interfere with Tenant's use and occupancy thereof, Landlord or Tenant shall be entitled to elect to cancel and terminate this Lease on the date of destruction of that portion of the Site and any unearned Base Fee paid in advance of such date shall be refunded by Landlord to Tenant within thirty (30) days of the termination date of this License. Notwithstanding the foregoing, Landlord may elect to restore the Site, in which case Tenant and Landlord shall remain bound hereby but Tenant shall be entitled to an abatement of Base Fee during the loss of use. (b) Condemnation. If the whole or any substantial part of the Site shall be taken by any public authority under the power of eminent domain so as to materially interfere with Tenant's use and occupancy thereof, then this Lease shall cease on the part so taken on the date of possession by such authority of that part and Landlord or Tenant shall have the right to terminate this Lease and any unearned Base Fee paid in advance of such termination shall be refunded by Landlord to Tenant within thirty (30) days following the termination of this License. Notwithstanding the foregoing, Landlord may elect to rebuild the Tower on an alternate location or property owned or leased by Landlord in which case Tenant and Landlord shall remain bound hereby but Tenant shall be entitled to an abatement of Base Fee during the loss of use. Upon such relocation of the Tower, the Property covered herein shall be the new Tower and the new ground area on which the new Tower sits and this Lease shall be amended accordingly to clarify the rights of Landlord and Tenant to the new Tower.

24. Default By Tenant. The occurrence of any of the following instances shall be considered to be a default or a breach of this Lease by Tenant: (i) any failure of Tenant to pay the Base Fee or any other charge for which Tenant has the responsibility of payment under this Lease within thirty (30) days of the date following written notice to Tenant from Landlord, or its designee, of such delinquency.;

Default By Landlord If Landlord fails to comply with any non-monetary provision of this Lease, then Tenant shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the Landlord shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing. This Section shall not apply in the case of interference, which instead shall require immediate and effective curative action in accordance with Section 12 hereof.

(ii) any failure of Tenant to perform or observe any term, covenant, provision or conditions of this Lease which failure is not corrected or cured by Tenant within thirty (30) days of receipt by Tenant of written notice from Landlord of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit Tenant to complete a cure so long as Tenant commences the cure within such thirty (30) day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Tenant to eliminate interference problems as set forth in paragraph 12; (iv) Abandonment of the Site ("Abandonment" being defined as Tenant not using the Site for sixty (60) consecutive days); (v) Tenant shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Tenant which cannot be dismissed by Tenant within sixty (60) days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Tenant's assets, or Tenant makes an assignment for such purposes for the benefit of creditors; (vi) this Lease or Tenant's interest herein or Tenant's interest in the Site are executed upon or attached; or (vii) the imposition of any lien on the Equipment except as may be expressly authorized by this Lease, or an attempt by Tenant or anyone claiming through Tenant to encumber Landlord's interest in the Tower or the Property and the same shall not be dismissed or otherwise removed within ten (10) business days.

25. Remedies. In the event of a default by Tenant under the terms of paragraph 23 of this Lease and after the Tenant's failure to cure such default within the time allowed the Tenant to cure such default, if such cure period is provided, then Landlord may, in addition to all other rights or remedies Landlord may have hereunder at law or in equity, (a) terminate this Lease by giving written notice to the Tenant stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Base Fees which would have otherwise been due Landlord absent a breach of the Lease by Tenant and (b) terminate electrical power to the Equipment at Tenant's expense. If Tenant does not remove said equipment within one hundred twenty (120) days of said termination, Landlord may remove the Equipment without being deemed liable for trespass or conversion and store the same at Tenant's sole cost and expense for a period of thirty (30) days after which the Equipment will be deemed abandoned if not claimed by Tenant. Tenant shall not be permitted to claim such Equipment until Landlord had been reimbursed for the cost of removal.

26. Notices. All notices or demands by or from Landlord to Tenant, or Tenant to Landlord, shall be in writing. Notices shall be effective on the day they are sent. Such notices or demands shall be mailed (U.S. mail, certified with return receipt requested or by overnight courier service) to the other party at the following address:

Landlord:
City of Goldsboro
City Manager's Office
Attn: Randy Guthrie, Assistant City
Manager
P.O. Drawer A
Goldsboro, N.C. 27533

P.O. Drawer 10809
Goldsboro, N.C. 27533

Tenant:
USCOC of Greater North Carolina, LLC
Attn: Real Estate
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631

With a Copy to:
City of Goldsboro
Public Utilities Department
P.O. Drawer A
Goldsboro, N.C. 27533

Tenants Federal Tax ID#: _____

Send Payments to:
City of Goldsboro
Attn: Finance Department

The parties may substitute recipient's names and addresses by giving written notice as provided herein. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice.

27. Emissions. If antenna power output ("RF Emissions") are presently or hereafter become subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower otherwise become subject to federal, state or local rules, regulations, restrictions or ordinances, Tenant shall comply with Landlord's reasonable requests for modifications to Tenant's Equipment which are reasonably necessary for Landlord to comply with such limits, rules, regulations, restrictions or ordinances and Landlord shall use commercially reasonable efforts to cause all other Tenants of the Tower to promptly comply. If Landlord requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Tenant and all other Tenants of the Tower within thirty (30) days of Landlord's request therefore. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Property do not comply with MPE limits, then Tenant and Landlord, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance

program or other mitigating measures can be implemented to comply with MPE and in addition, Landlord shall use commercially reasonable efforts to cause all other Tenants of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

28. Relocation of Tower. Landlord may, at its election, relocate the Tower to an alternative location or property owned or leased by Landlord. Such location will (i) be at Landlord's sole cost, and (ii) not result in an interruption of Tenant's communications services. Upon such relocation, the Site covered herein shall be the new Tower and the new ground area on which the new Tower sits. At the request of either party, Landlord and Tenant shall enter into an amendment of this Lease, to clarify the rights of Landlord and Tenant to the new Tower.

29. Entire Agreement. This Lease contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto. This Lease may be modified only by an agreement in writing executed by Landlord and Tenant.

30. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors, and assigns of Landlord and Tenant. This Lease may only be sold, assigned or transferred at any time by Tenant to Tenant's parent company or any affiliate or subsidiary of Tenant or its parent company or to any successor entity with or into which Tenant or parent company merges by operation of law or otherwise. Otherwise, Tenant may assign all or a portion of its rights, title or interests hereunder only upon Landlord's prior written consent. Any purported assignment by Tenant in violation of the terms of this Lease shall be void. Tenant may not sublease all or any part of the Site without Landlord's prior written consent. Landlord may assign its rights hereunder to any party agreeing to be bound and subject to the terms of this License.

31. Limitation of Parties' Liability. Unless otherwise provided herein, neither Landlord nor Tenant shall be responsible for any incidental or consequential damages incurred resulting from (i) Tenant's use or Tenant's inability to use the Site, or from (ii) damage to the other's equipment.

32. Rules. Landlord may, from time to time, establish reasonable rules relating to the Site. Tenant agrees to comply with such rules. Such rules shall not materially impede Tenant's access rights described elsewhere in this Lease.

33. Miscellaneous. (a) This Lease shall be deemed executed in the State of North Carolina regardless of the actual place of signature or the actual place of performance. This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina and any suit to enforce rights under this Lease shall be tried in the State Courts located in Wayne County, North Carolina. (b) If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lease will not be affected and each provision of this Lease shall be valid and enforceable to the full extent permitted by law. (c) The prevailing party in any action or proceeding to enforce the terms of this Lease is entitled to receive its reasonable attorneys' fees and other reasonable expenses from the non-prevailing party. (d) Failure or delay on the part of either party to exercise any right, power or privilege hereunder will not operate as a waiver thereof and waiver of a breach of any provision hereof under any

circumstances will not constitute a waiver of any subsequent breach. (e) Each party executing this Lease acknowledges that it has full power and authority to do so and that the person executing on its behalf has the authority to bind the party. (f) This Lease shall become valid and binding only upon Landlord's execution by its duly authorized representative. (g) Landlord reserves the right to survey the Easement and/or the Property or portion thereof, and the legal description of the Easement and/or Property on the survey obtained by Landlord shall then become Exhibit "C", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" and/or Exhibit "B". (h) The headings, captions and numbers in this Lease are solely for convenience and shall not be considered in construing or interpreting any provision in this Lease. (i) Wherever appropriate in this Lease, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. (j) This Lease may be executed in several counterparts each of which shall constitute an original and all of which shall constitute the same agreement.

34. Memorandum/Short Form Lease. At the request of the Tenant, and at the sole expense of Tenant, Landlord agrees to execute a memorandum or short form of this Lease, in recordable form acceptable to Tenant, setting forth a description of the Premises, the Term of this Lease and other information desired by Tenant for the purpose of giving public notice thereof to third parties.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Water Tower Attachment Lease as of the date and year written below.

By: _____

Date: _____

TENANT:

USCOC of Greater North Carolina, LLC, a
Delaware Limited Liability Company,

LANDLORD:

City of Goldsboro, a North Carolina
Municipal Corporation,

By: _____

Date: _____

The following exhibits and schedule are attached hereto and incorporated herein:

Exhibit "A" Area Owned by Landlord

Exhibit "A-1" Site Layout Plan and Tower Elevation Drawings

Exhibit "B" Description of Easements

Exhibit "C". Legal Description and Survey of the Property and Easement (may be supplied at a later date)

Exhibit "D". Co-location Application

EXHIBIT "A": AREA OWNED BY LANDLORD

Landlord reserves the right to survey the Property or portion thereof, and the legal description of the Property on the survey obtained by Landlord shall then become Exhibit "E", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A" .

EXHIBIT "A-1": SITE LAYOUT PLAN AND TOWER ELEVATION DRAWINGS

See Attached

EXHIBIT "B": DESCRIPTION OF EASEMENTS

Landlord reserves the right to survey the Property or portion thereof, and the legal description of the Easement on the survey obtained by Landlord shall then become part of Exhibit "E" , which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B" .

EXHIBIT "C"

Legal description and survey of the Property and Easement may be supplied at a later date.

EXHIBIT "D"

Co-location application. See Attached

CITY OF GOLDSBORO
AGENDA MEMORANDUM
JULY 6, 2015 COUNCIL MEETING

SUBJECT: RESCHEDULING COUNCIL MEETING DATE

BACKGROUND: The Goldsboro City Council normally meets the 1st and 3rd Mondays of every month for their Regular Council Meeting.

DISCUSSION: The following meeting needs to be rescheduled:

- Monday, July 20, 2015

Staff suggests Council consider rescheduling the above meeting to the following date:

- Monday, July 27, 2015

RECOMMENDATION: It is recommended that Council accept staff recommendation and move the Monday, July 20, 2015 to Monday, July 27, 2015.

DATE: 7-2-15



Scott A. Stevens, City Manager

Addressee	Start Time	Time	Prints	Result	Note
wral	07-02 11:28	00:00:22	001/001	OK	
news argus	07-02 11:28	00:00:36	001/001	OK	
WGBR	07-02 11:29	00:00:23	001/001	OK	
WTV Durham	07-02 11:31	00:00:46	001/001	OK	
Chamber	07-02 11:32	00:00:22	001/001	OK	
EDC	07-02 11:33	00:00:36	001/001	OK	
Sheriff Dept	07-02 11:34	00:00:24	001/001	OK	
Wachovia	07-02 11:39	00:00:42	001/001	OK	
Channel 14	07-02 11:40	00:00:47	001/001	OK	
TimeWarner	07-02 11:44	00:00:57	000/001	No Ans	

Note

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

Result

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

AGENDA
REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
CITY OF GOLDSBORO
COUNCIL CHAMBERS – CITY HALL – 214 N. CENTER STREET
JULY 6, 2015

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

- I. **WORK SESSION—5:00 P.M.—CITY HALL ADDITION, 200 N. CENTER ST., RM 206**
 - a. Public Art Selection for Center Street Project (DGDC)
 - b. F-86 Discussion (City Manager)
 - c. Fully Automated Update (Public Works)
 - d. Street Resurfacing List (Engineering)
- II. **CALL TO ORDER – 7:00 P.M. – COUNCIL CHAMBERS, 214 N. CENTER ST.**
 Invocation & Pledge to the Flag
- III. **ROLL CALL**
- IV. **MINUTES**
 A. Minutes of the Work Session and Regular Meeting of May 18, 2015
- V. **PUBLIC COMMENT PERIOD (TIME LIMIT OF 3 MINUTES PER SPEAKER)**
- VI. **PRESENTATIONS**
 - B. Safety Award for Small Urban Systems (GWTA)
 - C. City Safety Awards (Human Resources)
- VII. **PUBLIC HEARINGS**
- VIII. **CONSENT AGENDA ITEMS**
 - D. Z-4-15 Highwater Solar-North side of Belfast Road between Salem Church Road and I-795 (R-40 Residential to R-20A Residential Conditional District to allow a solar farm) (Planning)
 - E. US Dept. of Justice: Edward Byrne Memorial Justice Assistance Grant (JAG) formula Program: Local Solicitation (Police)
 - F. Road Closure for Criterium Cycling Race on July 18, 2015 (Parks and Recreation)
 - G. Goldsboro/Wayne Transportation Authority Appointment (City Manager)
 - H. Harris Street Water Tower Communications Colocation Lease Agreements (City Manager)
 - I. Rescheduling Council Meeting Date (City Manager)
- IX. **ITEMS REQUIRING INDIVIDUAL ACTION**
- X. **CITY MANAGER'S REPORT**
- XI. **CITY ATTORNEY'S REPORT AND RECOMMENDATIONS**
- XII. **MAYOR AND COUNCILMEMBERS' REPORTS AND RECOMMENDATIONS**
- XIII. **CLOSED SESSION**
- XIV. **ADJOURN**